



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, August 10, 2017

7:00 PM

City Hall Council Chambers

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

Presentation:

Presentation for Johanna Roman in recognition as recipient of the American Horticultural Society Teaching Award.

Hear Visitors: During this time a citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 PM on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. 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 concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

2. Presentation, possible action, and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- 2a. [17-0402](#) Presentation, possible action, and discussion of minutes for:
 - July 24, 2017 Special Meeting
 - July 27, 2017 Workshop
 - July 27, 2017 Regular Meeting

Sponsors:

McNutt

Attachments: [SM072417 DRAFT Minutes](#)
 [WKSHPO72717 DRAFT Minutes](#)
 [RM072717 DRAFT Minutes](#)

- 2b. [17-0378](#) Presentation, possible action, and discussion of contract #17300471, a standard form of construction agreement for corrective maintenance services by Facilities Sources in the amount of \$120,793.42. Contract pricing is available from Facilities Sources through an interlocal cooperative purchasing agreement the City has with The Cooperative Purchasing Network (TCPN).

Sponsors: Harmon

- 2c. [17-0380](#) Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove stopping, standing, or parking near Wellborn Middle School, Greens Prairie Elementary, and Pecan Trail Intermediate School.

Sponsors: Rother

Attachments: [No Park, Stand, Stop - Ordinance - WMS, PTIS, GPES](#)
 [No Park, Stand, Stop - Map - WMS, PTIS, GPES](#)

- 2d. [17-0381](#) Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit Right Turns on School Days from Royder Road to Ledgestone Trail and to a Private Alley 300 feet south of Ledgestone Trail.

Sponsors: Rother

Attachments: [No Right-Turn - Ordinance - Royder @ Ledgestone](#)
 [No Right-Turn - Map - Royder @ Ledgestone](#)

- 2e. [17-0382](#) Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit Right Turns on Red from the Pecan Trail Intermediate School Driveway and From Ledgestone Trail onto Greens Prairie Trail on school days.

Sponsors: Rother

Attachments: [No Right-Turn on Red - Map - GPT at PTIS & Ledgestone](#)
 [No Right-Turn - Ordinance - GPT at PTIS & Ledgestone](#)

- 2f. [17-0383](#) Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", Section 2F "School zones" to extend the existing school zone along Greens Prairie Trail and short sections of include school zones along George Bush Drive and along sections of Royder Road, Flagstone Court, and

Ledgestone Trail.

Sponsors:

Rother

Attachments:

[School Zone - Map - Greens Prairie Trail](#)

[School Zone - Ordinance - Greens Prairie Trail](#)

2g. [17-0388](#)

Presentation, possible action, and discussion on Renewal 2 of the award for the annual purchase of electric distribution poles, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$431,045 to Techline, Inc. This includes a vendor requested price increases to specific line items, with an overall increase of 8.9%.

Sponsors:

Leonard

Attachments:

[Bid 15-062 Signed Electric Distribution Poles](#)

2h. [17-0395](#)

Presentation, possible action, and discussion regarding the proposed FY 2018 Community Development Budget and PY 2017 Annual Action Plan and request for approval by Resolution.

Sponsors:

Eller

Attachments:

[Attachment 1 - Resolution](#)

[Attachment 2 -FY 2018 Proposed Community Development Budget](#)

[Attachment 3- FY 2018 Plan Development Process Summary](#)

[Attachment 4 - FY 2018 CDBG Public Service Funding Summary & Recommen](#)

[Attachment 5 - FY 2018 CDBG Public Facility Funding Summary & Recommen](#)

[Attachment 6 - 2015-2019 Community Development Goals](#)

[Attachment 7 - 2017 Income Limits](#)

[Attachment 8 - Map](#)

[Attachment 9 Community Development Project Descriptions](#)

2i. [17-0401](#)

Presentation, possible action, and discussion regarding approval of the award of the City's annual copy and print services blanket orders with estimated annual expenditures of: Alphagraphics (formerly Tops Printing) \$80,000; Copy Corner \$40,000. The total not to exceed amount is \$120,000 for Copy and Print Services

Sponsors:

Leonard

2j. [17-0410](#)

Presentation, possible action, and discussion on the first renewal of the award for the annual purchase of single phase pad-mounted transformers to KBS Electrical Distributors in the amount of \$322,841; which will be maintained in electrical inventory and expended as needed.

Sponsors:

Leonard

Attachments:

[Bid 16-082 Signed Single Phase Pad Mount Transformers](#)

- 2k. [17-0420](#) Presentation, possible action, and discussion regarding ratification of construction contract 17300530 for \$144,503 with Environmental Improvements Inc. to remove, repair, and reinstall the metal equipment inside clarifier 3A at the Carters Creek Wastewater Treatment Plant.
- Sponsors:** Coleman
- 2l. [17-0421](#) Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2017-2018 Proposed Budget for Monday September 11, 2017 at 7:00 PM in the City Hall Council Chambers.
- Sponsors:** Leonard
- 2m. [17-0425](#) Presentation, possible action, and discussion regarding the City of College Station Ground Lease Agreement with From Bastogne to Texas, Inc.
- Sponsors:** Templin
- Attachments:** [Ground lease with From Bastogne To Texas, Inc.](#)
- 2n. [17-0398](#) Presentation, possible action, and discussion regarding approval of an Interlocal Infrastructure Agreement with Brazos County via Chapters 380 and 381 outlining participation in core infrastructure near the Dartmouth Avenue and Harvey Mitchell Parkway intersection.
- Sponsors:** Ruiz
- Attachments:** [Dartmouth 381 to BCC 7-25-17 and CC 8-10-17](#)
- 2o. [17-0419](#) Presentation, possible action, and discussion regarding approval of a real estate contract to convey approximately 5 acres of land to Amstad Development, LLC in the College Station Business Center, Lot 1B, Block 3 of The Business Center at College Station Phase One.
- Sponsors:** Ruiz
- 2p. [17-0423](#) Presentation, possible action, and discussion on an ordinance adopting the recodification of the Code of Ordinances, City of College Station, Texas.
- Sponsors:** Falco
- Attachments:** [Code Adoption Ordinance 8-2-17](#)
- 2q. [17-0424](#) Presentation, possible action, and discussion on a resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station,

Texas.

Sponsors:

Falco

Attachments:

[Fees Rates and Charges Resolution 8-2-17](#)

- 2r. [17-0429](#) Presentation, possible action, and discussion regarding approval of an ordinance establishing infrastructure standards and requirements for wireless facilities located in the public rights-of-way.

Sponsors:

Cotter

Regular Agenda

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon of the Council meeting day when the presentation is planned. The Mayor will recognize individuals who wish to come forward to speak for or against the item. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. On items related to land use and those that would directly impact the speaker's residence or neighborhood, the speaker is encouraged to identify their College Station neighborhood. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

1. [17-0413](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan and related text for approximately 8 acres in the Chimney Hill Retail Plaza, generally located at 701 & 715 University Drive East.

Sponsors:

Thomas

Attachments:

[Background Information](#)

[Aerial and Small Area Map](#)

[Ordinance](#)

2. [17-0387](#) Presentation, possible action, and discussion regarding approval of modifications to Article III of the Bylaws of the Research Valley Partnership, Inc. (RVP).

Sponsors: Ruiz

Attachments: [Proposed Bylaw Changes approved by Board 6-5-17 - Redlined](#)
[RVP Bylaws approved by Board 4-20-16](#)

3. [17-0340](#) Presentation, possible action, and discussion regarding appointments to the Bicycle, Pedestrian, and Greenway Advisory Board.

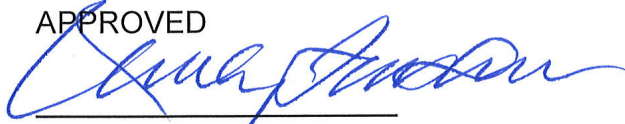
Sponsors: Whittenton

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

Adjourn.

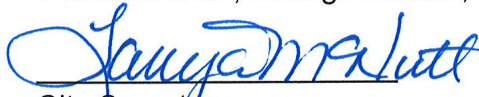
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 4, 2017 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."



Legislation Details (With Text)

File #: 17-0402 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 7/25/2017 **In control:** City Council Regular
On agenda: 8/10/2017 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
• July 24, 2017 Special Meeting
• July 27, 2017 Workshop
• July 27, 2017 Regular Meeting
Sponsors: Tanya McNutt
Indexes:
Code sections:
Attachments: [SM072417 DRAFT Minutes](#)
[WKSHP072717 DRAFT Minutes](#)
[RM072717 DRAFT Minutes](#)

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

- July 24, 2017 Special Meeting
- July 27, 2017 Workshop
- July 27, 2017 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- July 24, 2017 Special Meeting
- July 27, 2017 Workshop
- July 27, 2017 Regular Meeting

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
JULY 24, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl P. Mooney, Mayor

Council:

Blanche Brick
Jerome Rektorik
Linda Harvell
Barry Moore
Julie Schultz
James Benham, via teleconference

City Staff:

Sherry Mashburn, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Mooney at 1:01 p.m. on Monday, July 24, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Executive Session

In accordance with the Texas Government Code §551.074-Personnel, the College Station City Council convened into Executive Session at 1:01 p.m. on Monday, July 24, 2017 in order to continue discussing matters pertaining to:

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

The Executive Session adjourned at 4:40 p.m.

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

No action was required from Executive Session.

4. Adjournment.

MOTION: There being no further business, Mayor Mooney adjourned the Special Meeting of the City Council at 4:40 p.m. on Monday, July 24, 2017.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JULY 27, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Blanche Brick
Jerome Rektorik
Linda Harvell
Barry Moore
Julie Schultz
James Benham, via teleconference

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Student Liaison

Tory Oxendahl, Municipal Affairs

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 4:30 p.m. on Thursday, July 27, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 4:34 p.m. on Monday, July 27, 2017 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - Charlton F. Clayton v. City of College Station; Case: 4:16-cv-03485 in the US District Court for the Southern District of Texas Houston Division.

- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas

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

- City Secretary
- City Manager
- Council Self Evaluation

C. Deliberation on a competitive matter as defined in Gov't Code section 552.133; to wit:

- Power supply

The Executive Session recessed at 5:50 p.m.

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

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to appoint Tanya McNutt as City Secretary, effective July 31, 2017. The motion carried unanimously.

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

No items were pulled from Consent.

5. Presentation, possible action, and discussion regarding the proposed FY 2018 Community Development and PY 2017 Action Plan.

Debbie Eller, Director of Community Services, presented the proposed FY 2018 Community Development Budget and PY 2017 Action Plan. Included in the Plan are goals, objectives, and funding recommendations for projects and programs. HUD requires that the Action Plan and Budget be delivered by August 16, 2017. The proposed plans and budget were developed using input received from a series of public hearings, program committee meetings, and citizen input.

The goals and objectives in the 2015-2019 Consolidated Plan were followed in preparing this year's Plan. These goals and objectives were prepared to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency.

The final draft of the budget and Annual Action Plan will be brought to the August 10 meeting for Council's consideration.

6. Presentation, possible action, and discussion regarding an overview of development fees.

Lance Simms, Director of Planning and Development Services, provided an overview of development fees, including studies and other efforts supporting past fee increases. Council policy provides for four categories of cost recovery for user-based fees. The City retained DMG Maximus

to perform a comprehensive user-based fee study of development fees, including development services, fire prevention and public works. New fees were adopted in 2001, and fees increased by a range of 10% to 100%. Eight years later, in 2009, Council approved a resolution that adjusted development fees in two phases – once in October 2009 and again in October 2010, with the goal being to reach an 80% fee recovery with phase two in October 2010. Most recently, in 2016, Council approved a resolution that adjusted development fees effective in January 2017. The Consumer Price Index has been evaluated this year, and all application and permit fees have been adjusted, mostly in the 5% - 7% range. Fees for infrastructure review and inspection increased from 1% - 1.5% of the infrastructure cost. Future fees will automatically be adjusted on an annual basis, tied to the CPI.

7. Council Calendar

Council reviewed the calendar.

8. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

Councilmember Schultz reported on the RVP.

Mayor Mooney reported on the Walk with the Mayor.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 6:58 p.m. on Thursday, July 27, 2017.

Karl Mooney, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JULY 27, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Blanche Brick
Jerome Rektorik
Linda Harvell
Barry Moore
Julie Schultz
James Benham, via teleconference

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Student Liaison

Tory Oxendahl, Municipal Affairs

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 7:08 p.m. on Thursday, July 27, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Recognition of the top 10 Business Performance Awards in Brazos County.

The following businesses were recognized by the Rotary Club as the 2017 Bryan Rotary 10 Award Winners:

1. Rechargeable Battery Technology dba Exothermix
2. A Brush Above Services, LLC
3. The Barracks Construction Group, LLC
4. FrogSlayer, LLC
5. Zapalac Enterprises, LLC dba Ecozapp
6. America's Choice Roofing
7. Computers, Electronics, Office Etc.
8. Renner Chiropractic
9. Bombers Baseball, LP

10. Magruder Homes, LP

Also recognized was Fries Financial Services for the Anco Award for Lifetime Business Achievement.

Hear Visitors Comments

Ben Roper, College Station, came before Council to honor the service and sacrifice of Sgt. Isela Rubalcava.

Ken Tripp, College Station, spoke on the closure at Cain Road and 2154. He noted that there is property for sale that could be used to facilitate the 18-wheeler traffic. He asked the City to consider an extension from Deacon to Cain

CONSENT AGENDA

Regarding item 2a, Councilmember Harvell clarified her request for the Welcome to Wellborn sign she had requested as a future agenda item and referenced a 2013 agreement.

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

- **July 13, 2017 Workshop**
- **July 13, 2017 Regular Meeting**

2b. Presentation, possible action, and discussion on Ordinance 2017-3899, authorizing a General Election to be held on November 7, 2017, for the purpose of electing City Councilmembers, Place 1, 3, and 5, 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 ordenanza 2017-3899, que autorice Elecciones Generales a celebrarse el 7 de noviembre de 2017, con el propósito de elegir a los Miembros del Consejo de la Ciudad, Puestos número 1, 3 y 5, por los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para realizar las elecciones.)

2c. Presentation, possible action, and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election that will be held on Tuesday, November 7, 2017. (Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales de la Ciudad de College Station a celebrarse el día martes 7 de noviembre de 2017.)

2d. Presentation, possible action, and discussion on a bid award for annual price agreements for various electrical items to be stored in inventory as follows: Anixter: \$22,958; KBS Electrical Dist.: \$101,254; Texas Electric Cooperatives: \$114,303; Techline, Inc.: \$598,318.50. Total estimated annual expenditure is \$836,833.50.

2e. Presentation, possible action, and discussion on a bid award for the annual blanket order for electric meters and sockets, to be stored in inventory, as follows: Anixter: \$58,500;

Priester-Mell & Nicholson: \$203,768.70; KBS Electric Dist.: \$37,237.50. Total estimated annual expenditure is \$299,506.20.

2f. Presentation, possible action, and discussion on approving a contract granting Community Development Partnership Grant (CDBG) funds to Brazos Valley Community Action Programs in the amount of \$200,000 for the acquisition of a four bedroom, single-family home located at 1112 Waynesboro Court that will maintained as an affordable rental unit for an income-eligible household.

2g. Presentation, possible action, and discussion regarding approval to negotiate an agreement with CIGNA Health & Life Insurance Company for a medical, dental and prescription drug plan for calendar year 2018. The amount of the contract is estimated to be \$382,265.

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

REGULAR AGENDA

1. Presentation, possible action, and discussion regarding the 2016 Incentives Compliance Report by the Research Valley Partnership.

Chuck Martinez, Research Valley Partnership, briefed the Council on the 2016 Incentives Compliance Report. For 2016, there were eight projects under agreement being monitored for compliance by RVP for Brazos County, the City of Bryan, and the City of College Station. Two of these are under their final year of reporting. The eight projects are Axis, Fujifilm, Kent Moore Cabinets, Lubrizol SPI, Nutrabolt, Reynolds & Reynolds, ViaSat, and Wayfair. He noted that all are exceeding their requirements.

2. Public Hearing, presentation, possible action, and discussion on Ordinance 2017-3900, Budget Amendment #2, amending Ordinance No. 3809 which will amend the budget for the 2016-2017 Fiscal Year in the amount of \$584,700 and increase the net personnel count by 1.0; and presentation, possible action and discussion on a contingency transfer totaling \$125,000.

This item was taken out of order and was heard by Council after item 4.

Mary Ellen Leonard, Director of Finance, stated that the proposed budget amendment is to increase the FY17 budget appropriations by \$584,700 and increase the net personnel count by 1.0. Also included was a contingency transfer of \$125,000. If approved, the net revised budget appropriations will be \$347,694,517.

At approximately 8:32 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:32 p.m.

MOTION: Upon a motion made by Councilmember Rektoik and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3900, Budget Amendment #2, amending Ordinance No. 3809 which will amend the budget for the 2016-2017 Fiscal Year in the amount of \$584,700 and increase the net personnel count by 1.0; and presentation, possible action and discussion on a contingency transfer totaling \$125,000. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3901, amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to General Commercial for approximately 3.34 acres located at 2381 Earl Rudder Freeway South, generally located North of Raintree Drive along Earl Rudder Freeway South.

Jennifer Paz, Planning and Development Services, noted that the applicant has requested the proposed Comprehensive Plan Future Land Use and Character Map amendment to General Commercial as a step toward marketing the property for a broader range of commercial uses that otherwise would not be permitted by the current zoning and future land use designation. The property owner has made several attempts to generate interest in this property while working to provide protection to the adjacent Raintree Subdivision. The applicant believes the current request, which includes an amendment to the current zoning on the property, is the best option to further market the property to commercial uses, but also allows for mitigation that helps protect the existing residents adjacent to the property.

The Planning & Zoning Commission unanimously recommended approval of the amendment to the Comprehensive Plan Future Land Use and Character Map at their meeting on July 6, 2017.

Mitchell and Morgan, representing the applicant, noted that they had heard the concerns brought forward the last time this was brought to Council. She addressed certain concerns such as drainage impact. She noted there is an over-supply of suburban commercial properties.

At approximately 7:51 p.m., Mayor Mooney opened the Public Hearing.

Mark Buxkemper, Raintree, said he has lived in that neighborhood for 25 years and is opposed to re-zoning the property as general commercial. It is not the Council's job to help the developer to make more money.

Ron Ross, Raintree, said he shared the same concerns. He wants to see something that is neighborhood-friendly, not a hotel or something that generates noise and lights. There are a lot of other things that enhance neighborhoods.

Charles Hamilton, Raintree, said Raintree is a vibrant community, and this will put a foot in the door. Suburban commercial is better suited for proximity to neighborhoods.

Bill Lero, owner of the property, said the original request was based on the comprehensive plan. The zoning classification has hindered the development of the property. At this time, he has no hotels interested. Without the zoning, he has no use for the property. Out of fourteen acres, he is only requesting approximately three acres to be re-zoned, and it fronts on the bypass.

Laurie Sorell, Raintree, said she is not against development, but she is against general commercial zoning. She noted that since this summer, and people are on vacation, she wished this could have been discussed when there might have been a better showing of the neighborhood.

There being no further comments, the Public Hearing was closed at 8:04 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Benham, the City Council voted four (4) for and three (3) opposed, with Mayor Mooney and Councilmembers Brick and Harvell voting against, to adopt Ordinance 2017-3901, amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to General Commercial for approximately 3.34 acres located at 2381 Earl Rudder Freeway South, generally located North of Raintree Drive along Earl Rudder Freeway South. The motion carried.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3902, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from SC Suburban Commercial to GC General Commercial for approximately 3.34 acres located at 2381 Earl Rudder Freeway South, generally located north of Raintree Drive along Earl Rudder Freeway South.

Jennifer Paz, Planning and Development Services, reported that this request is amending the zoning district boundaries on the property to rezone approximately 3.34 acres of land of the larger 6.9 acre lot from Suburban Commercial to General Commercial. This request is in conjunction with a request to amend the Comprehensive Plan from Suburban Commercial to General Commercial as a future land use.

The Planning and Zoning Commission heard this item at their July 6th regular meeting and Commission voted unanimously to recommend approval of the request.

At approximately 8:23 p.m., Mayor Mooney opened the Public Hearing.

Mark Buxkemper, Raintree, asked that as this property develops, that no tax incentives be considered.

Laurie Sorell, Raintree, thanked Council for their consideration and reiterated her concern about this development. Decisions could be made in haste if money is the main object.

There being no further comments, the Public Hearing was closed at 8:28 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Benham, the City Council voted four (4) for and three (3) opposed, with Mayor Mooney and Councilmembers Brick and Harvell voting against, to adopt Ordinance 2017-3902, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from Suburban Commercial to General Commercial for approximately 3.34 acres located at 2381 Earl Rudder Freeway South, generally located north of Raintree Drive along Earl Rudder Freeway South. The motion carried.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3903, amending the Comprehensive Plan - Future Land Use & Character Map from Urban and Natural Areas Reserved to General Commercial and Natural Areas Reserved for approximately 12.5 acres located at 2338 Harvey Mitchell Parkway South.

Rachel Lazo, Planning and Development, stated that the applicant has requested the proposed Comprehensive Plan Future Land Use and Character Map amendment to General Commercial and Natural Areas Reserved as a step toward requesting a rezoning to allow for the tract to develop with a mix of residential and non-residential uses.

The Planning & Zoning Commission considered this item at their July 6 regular meeting and voted unanimously to recommend approval.

Doug French, Stylecraft Builders, said the project speaks for itself and is an obvious choice for general commercial.

At approximately 8:39 p.m., Mayor Mooney opened the Public Hearing.

Geraldo Pirela, Pleasant Forest, expressed his concern regarding traffic noise. There will be an approximate 600 additional cars going through a natural preserve. He showed a picture of an eagle that resides there. He already has flood issues. This will impact property values as well.

John Jordan, College Station, clarified that when talking general commercial and natural preserves, the 12 acres is closer to the Merica building. The multiple family will be on the 15 acres.

There being no further comments, the Public Hearing was closed at 8:45 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Moore, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3903, amending the Comprehensive Plan - Future Land Use & Character Map from Urban and Natural Areas Reserved to General Commercial and Natural Areas Reserved for approximately 12.5 acres located at 2338 Harvey Mitchell Parkway South. The motion carried unanimously.

6. Public Hearing, presentation, possible action, and discussion regarding adopt Ordinance 2017-3904, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban, P-MUD Planned Mix-Use District with OV Corridor Overlay and O Office to GC General Commercial with OV Corridor Overlay, MF Multi-Family and NAP Natural Areas Protected on approximately 27.868 acres of land, located at 2338 Harvey Mitchell Parkway South which is generally located west of Earl Rudder Freeway South along Harvey Mitchell Parkway South.

Rachel Lazo, Planning and Development Services, stated that the request is amending the zoning district boundaries on the property to rezone approximately 28 acres of land to Multi-Family, General Commercial with Corridor Overlay, and Natural Areas Protected. This zoning request is in conjunction with a request to amend the Comprehensive Plan from Urban and Natural Areas Reserved to General Commercial and Natural Areas Reserved as a future land use for a portion of

the tract. Both applications are being requested as the initial steps to creating a development with a mix of residential and non-residential uses.

The Planning and Zoning Commission heard this item at their July 6th regular Meeting and voted unanimously to recommend approval of the request.

At approximately 8:54 p.m., Mayor Mooney opened the Public Hearing.

John Jordan, College Station, clarified that the portion labeled CTX land, west of the future Dartmouth, is the portion that will be re-zoned multi-family.

There being no further comments, the Public Hearing was closed at 8:56 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3904, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from General Suburban, Planned Mix-Use District with Corridor Overlay and Office to General Commercial with Corridor Overlay, Multi-Family and Natural Areas Protected on approximately 27.868 acres of land, located at 2338 Harvey Mitchell Parkway South which is generally located west of Earl Rudder Freeway South along Harvey Mitchell Parkway South. The motion carried unanimously.

7. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3905, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from CI Commercial Industrial to GC General Commercial on approximately 8.158 acres of land located at 1501 Earl Rudder Freeway South, and more generally located on the east side of Earl Rudder Freeway, north of Harvey Road.

Jennifer Prochazka, Economic Development Manager, stated that the proposed City-initiated rezoning from CI Commercial Industrial to GC General Commercial is to allow for infill commercial redevelopment opportunities along Earl Rudder Freeway. The intent of pursuing rezoning at this time is to fully entitle the property for general commercial uses encouraging redevelopment of the site. The property is located on the east side of Earl Rudder Freeway, a location appropriate for general commercial development.

The Planning & Zoning Commission considered this request at their July 20, 2017 meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

At approximately 9:09 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:09 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3905, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning

district boundaries from Commercial Industrial to General Commercial on approximately 8.158 acres of land located at 1501 Earl Rudder Freeway South, and more generally located on the east side of Earl Rudder Freeway, north of Harvey Road. The motion carried unanimously.

8. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3906, amending the Comprehensive Plan - Future Land Use & Character Map from General Suburban and Business Park to General Commercial for approximately 100 acres located along the east side of State Highway 6, south of The Business Park at College Station and north of the Texas World Speedway property.

Jennifer Prochazka, Economic Development Manager, reported that the proposed City-initiated Comprehensive Plan Future Land Use and Character Map amendment from General Suburban to General Commercial is for approximately 100 acres located along the east side of State Highway 6 South. As growth and development moves further south, single-family homes are not appropriate adjacent to a freeway. The Natural Areas in the area of the floodplain will remain designated as it is today.

The Planning & Zoning Commission considered this request at their July 20, 2017 meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

At approximately 9:17 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:17 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3906, amending the Comprehensive Plan - Future Land Use & Character Map from General Suburban and Business Park to General Commercial for approximately 100 acres located along the east side of State Highway 6, south of The Business Park at College Station and north of the Texas World Speedway property. The motion carried unanimously.

9. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3907, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GC General Commercial on approximately 35.91 acres of land located at 4000 and 4002 University Drive East, and more generally located south of the intersection of University Drive East and FM158 at the College Station city limit line.

Jennifer Prochazka, Economic Development Manager, stated that the proposed City-initiated rezoning from Rural to General Commercial is to allow for infill commercial development opportunities in north College Station. The intent of pursuing this entitlement at this time is to preserve potential commercial sites for future development. The property is located at the intersection of two regionally significant roadways, a location appropriate for general commercial development.

The Planning & Zoning Commission considered this request at their July 20, 2017 meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

At approximately 9:20 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:20 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3907, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from Rural to General Commercial on approximately 35.91 acres of land located at 4000 and 4002 University Drive East, and more generally located south of the intersection of University Drive East and FM158 at the College Station city limit line. The motion carried unanimously.

10. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3908, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial for approximately one acre of land being College Hills Estates Block 18, Lots 5, 6, 9 and 11, more generally located at 108, 110, 200 & 206 George Bush Drive East.

Jennifer Prochazka, Economic Development Manager, stated that the proposed City-initiated rezoning from General Suburban to General Commercial is to allow for infill commercial redevelopment opportunities in proximity to Texas A&M University. The subject properties are located along the south side of George Bush Drive East, just north of existing commercial development. The lots are currently developed as single-family residential homes. While the properties are likely too small to redevelop for commercial uses on their own, there is opportunity for consolidation of lots for a larger redevelopment effort. As currently zoned, the properties could redevelop as single-family homes on a lot-by-lot basis, potentially precluding future commercial redevelopment in the area. This area was identified by Staff as a prime location for needed general commercial redevelopment and as a targeted area for commercial preservation. 100, 102, 104, 106, 112, and 204 George Bush Drive East were recently rezoned to General Commercial at the request of the property owners. Since that time, staff hosted a property owner meeting to discuss the potential of City-initiated rezoning on the remainder of the block. Two property owners in attendance preferred to retain the single-family zoning designation on the property until the time that they sold their properties. Those properties are located at the north end of the block and have not been included in this rezoning request.

The Planning & Zoning Commission considered this request at their July 20, 2017 meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

At approximately 9:24 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:24 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Moore, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3908, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning

Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial for approximately one acre of land being College Hills Estates Block 18, Lots 5, 6, 9 and 11, more generally located at 108, 110, 200 & 206 George Bush Drive East. The motion carried unanimously.

11. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2017-3909, amending Chapter 12, “Unified Development Ordinance”, Section 7.6.B, Section 7.6.D.4, and Section 7.9.B of the Code of Ordinances of the City of College Station, Texas regarding landscaping for single-family developments, screening of retaining walls, and visual treatment of drainage features such as concrete weirs, outlets, and spillways.

Lance Simms, Director of Planning and Development, stated that the amendment to the Unified Development Ordinance (UDO) Section 12-7.6.B provides flexibility regarding the application of the landscaping provisions for single-family development. More specifically, it provides the ability to disperse the required trees throughout a townhouse development and clarifies that trees are required with each new single-family home. The amendment to UDO Section 12-7.6.D.4 eliminates language that requires screening of concrete retaining walls, off-street loading areas, and utility connections. The amendment to UDO Section 12-7.9.B eliminates the requirement to provide visual treatment for concrete weirs, drainage outlets, spillways, etc. These proposed amendments to the UDO were identified as part of the Planning & Zoning Commission’s Plan of Work. The single-family landscape item was identified in the 2016 P&Z Plan of Work. The remaining items regarding screening or visual treatment of exposed concrete retaining walls and concrete drainage features were identified in the 2017 P&Z Plan of Work.

The Planning & Zoning Commission considered this item at their July 6, 2017 meeting and voted of 6-0 to recommend approval.

At approximately 9:29 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:29 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3909, amending Chapter 12, “Unified Development Ordinance”, Section 7.6.B, Section 7.6.D.4, and Section 7.9.B of the Code of Ordinances of the City of College Station, Texas regarding landscaping for single-family developments, screening of retaining walls, and visual treatment of drainage features such as concrete weirs, outlets, and spillways. The motion carried unanimously.

12. Public Hearing, presentation, possible action, and discussion approving Ordinance 2017-3910, vacating and abandoning a 0.0397 acre Public Utility Easement lying within Lot 1, Block 2, of College Station ISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 51, of the Deed Records of Brazos County, Texas.

Carol Cotter, Acting City Engineer, stated that the public utility easement abandonment will accommodate a building expansion on the CSISD property. It appears the PUE was once used to provide primary electric service to the building; however, recent improvements to the site have changed the limits of the public-to-private portion of the electrical service and the easement is no longer necessary.

Staff recommends approval of the ordinance.

At approximately 9:31 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:31 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3910, vacating and abandoning a 0.0397 acre Public Utility Easement lying within Lot 1, Block 2, of College Station ISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 51, of the Deed Records of Brazos County, Texas. The motion carried unanimously.

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

Councilmember Rektorik asked to have staff come back on August 10 with a recommendation as to the hours in which construction work takes place, especially during the summertime.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 9:39 p.m. on Thursday, July 27, 2017.

Karl Mooney, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	17-0378	Version:	1	Name:	Facility Sources Corrective Maintenance Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	7/13/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of contract #17300471, a standard form of construction agreement for corrective maintenance services by Facilities Sources in the amount of \$120,793.42. Contract pricing is available from Facilities Sources through an interlocal cooperative purchasing agreement the City has with The Cooperative Purchasing Network (TCPN).				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of contract #17300471, a standard form of construction agreement for corrective maintenance services by Facilities Sources in the amount of \$120,793.42. Contract pricing is available from Facilities Sources through an interlocal cooperative purchasing agreement the City has with The Cooperative Purchasing Network (TCPN).

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of contract #17300471, a standard form of construction agreement for corrective maintenance services at various city facilities by Facilities Sources in the amount of \$120,793.42.

Summary: In August of 2013, Faithful+Gould, Inc. conducted a site visit at the City of College Station to complete a comprehensive facilities condition assessment of 36 building and site systems. This corrective maintenance job order contract addresses the corrective maintenance projects listed below.

Project	Amount
Bachman Park Maint. Building Rollup Door Replacement	8,323.13
Northgate Promenade Gate installment	3,746.50
Maintenance Building HVAC Replacement	71,199.79
Maintenance Building Car Wash Replacement	18,762.00
Utilities Department Car Wash Replacement	18,762.00
Total	\$120,793.42

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments to contract

directly with other governments to increase their efficiency and effectiveness. Chapter 271, Subchapter F allows the City to participate in cooperative purchasing programs with another local government or a local government organization. The City participates in various local, state and national purchasing cooperatives, including The Cooperative Purchasing Network (TCPN). These resources offer very comprehensive line item pricing for the goods and services provided.

Budget & Financial Summary: Funds are budgeted and available in the Facilities Maintenance operating budget.

Attachments:

1. Contract on file in the City Secretary's Office

Legislation Details (With Text)

File #:	17-0380	Version:	1	Name:	No Parking Pecan Trail Intermediate
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	7/13/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove stopping, standing, or parking near Wellborn Middle School, Greens Prairie Elementary, and Pecan Trail Intermediate School.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	No Park, Stand, Stop - Ordinance - WMS, PTIS, GPES No Park, Stand, Stop - Map - WMS, PTIS, GPES				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove stopping, standing, or parking near Wellborn Middle School, Greens Prairie Elementary, and Pecan Trail Intermediate School.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The purpose of this ordinance is to remove parking, standing, and stopping along streets near the future Wellborn Middle School, the new Pecan Trail Intermediate School, and the existing Greens Prairie Elementary. Residents living along LedgeStone Trail were concerned about the safety of parents using LedgeStone Trail to drop-off and pick-up students attending Greens Prairie Elementary. Additionally, they were further concerned that this behavior would increase once Pecan Trail Intermediate opens in 2017 and Wellborn Middle School opens in 2018.

Traffic Engineering evaluated traffic safety for the existing and future schools and presented mitigation options to the residents at a meeting held on May 18, 2017. Of the eighteen residents attending this meeting, 17 were in support of this ordinance.

To improve safety and mobility on streets near these schools, CSISD administrative staff, and the City of College Station Traffic Management Team recommend approving this ordinance.

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

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS", (1) "TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REMOVING PARKING, STANDING, AND STOPPING ON GREENS PRAIRIE TRAIL, ROYDER ROAD, BACKWATER LANE, CREEK MEADOWS BLVD., LEDGESTONE TRAIL, AND FLAGSTONE COURT, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

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

1. Greens Prairie Trail – Anytime

- a.** Northeast travel direction – No stopping, standing, or parking anytime along Greens Prairie Trail from Wellborn Road to Royder Road
- b.** Southwest travel direction – No stopping, standing, or parking anytime along Greens Prairie Trail from Royder Road to Wellborn Road.

2. Royder Road – Anytime

- a.** Northwest travel direction – No stopping, standing, or parking anytime along Royder Road from 860 feet south of Greens Prairie Trail to Greens Prairie Trail
- b.** Southeast travel direction – No stopping, standing, or parking anytime along Royder Road from Greens Prairie Trail to 860 feet south of Greens Prairie Trail.
- c.** Northwest travel direction – No stopping, standing, or parking anytime along Royder Road from Greens Prairie Trail to 1,100 feet north of Backwater Lane.
- d.** Southeast travel direction – No stopping, standing, or parking anytime along Royder Road from 1,100 feet north of Backwater Lane to Greens Prairie Trail.

3. Flagstone Court – School Days from 7:00 a.m. until 9:00 a.m.

- a.** Northwest travel direction – No stopping, standing, or parking anytime along Flagstone Court from Greens Prairie Trail to the termination of Flagstone Court 660 feet north of Greens Prairie Trail.
- b.** Southeast travel direction – No stopping, standing, or parking anytime along Flagstone Court from the termination of Flagstone Court 660 feet north of Greens Prairie Trail to Greens Prairie Trail.

4. Flagstone Court – School Days from 2:30 p.m. until 4:30 p.m.

- a.** Northwest travel direction – No stopping, standing, or parking anytime along Flagstone Court from Greens Prairie Trail to the termination of Flagstone Court 660 feet north of Greens Prairie Trail.

- b. Southeast travel direction – No stopping, standing, or parking anytime along Flagstone Court from the termination of Flagstone Court 660 feet north of Greens Prairie Trail to Greens Prairie Trail.

5. Ledgestone Trail – School Days from 7:00 a.m. until 9:00 a.m.

- a. Northeast travel direction – No stopping, standing, or parking anytime along Ledgestone Trail from Greens Prairie Trail to Royder Road.
- b. Southwest travel direction – No stopping, standing, or parking anytime along Ledgestone Trail from Royder Road to Greens Prairie Trail.

6. Ledgestone Trail – School Days from 2:30 p.m. until 4:30 p.m.

- a. Northeast travel direction – No stopping, standing, or parking anytime along Ledgestone Trail from Greens Prairie Trail to Royder Road.
- b. Southwest travel direction – No stopping, standing, or parking anytime along Ledgestone Trail from Royder Road to Greens Prairie Trail.

7. Backwater Lane – School Days from 7:00 a.m. until 9:00 a.m.

- a. North travel direction – No stopping, standing, or parking anytime along Backwater Lane from Royder Road to Creek Meadows Blvd.
- b. South travel direction – No stopping, standing, or parking anytime along Backwater Lane from Creek Meadows Blvd to Royder Road.

8. Backwater Lane – School Days from 2:30 p.m. until 4:30 p.m.

- a. North travel direction – No stopping, standing, or parking anytime along Backwater Lane from Royder Road to Creek Meadows Blvd.
- b. South travel direction – No stopping, standing, or parking anytime along Backwater Lane from Creek Meadows Blvd. to Royder Road.

9. Creek Meadows Blvd. N – School Days from 7:00 a.m. until 9:00 a.m.

- a. East travel direction – No stopping, standing, or parking anytime along Creek Meadows Blvd. from 50 feet west of Backwater Lane to 50 feet east of Backwater Lane.
- b. West travel direction – No stopping, standing, or parking anytime along Creek Meadows Blvd. from 50 feet east of Backwater Lane to 50 feet west of Backwater Lane.

10. Creek Meadow Blvd. N – School Days from 2:30 p.m. until 4:30 p.m.

- a.** East travel direction – No stopping, standing, or parking anytime along Creek Meadows Blvd. from 50 feet west of Backwater Lane to 50 feet east of Backwater Lane.
- b.** West travel direction – No stopping, standing, or parking anytime along Creek Meadows Blvd.
- c.** From 50 feet east of Backwater Lane to 50 feet west of Backwater Lane.

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

Traveling on	Between	Travel Direction	
<i>Greens Prairie Trail</i>	<i>Royder Rd. and Flagstone Ct.</i>	<i>East/south east</i>	<i>No stopping, standing, or parking within twenty (20) feet of pavement on school days from 7:00 a.m. until 9:00 a.m. along the east/southeast side of Greens Prairie Trail from one hundred (100) feet southwest of Royder Rd. to two hundred twenty (220) feet southwest of Flagstone Court (the current city limit)</i>
<i>Greens Prairie Trail</i>	<i>Royder Rd. and Flagstone Ct.</i>	<i>East/south east</i>	<i>No stopping, standing, or parking within twenty (20) feet of pavement on schooldays from 2:30 p.m. until 4:30 p.m. along the east/southeast side of Greens Prairie Trail from one hundred (100) feet southwest of Royder Rd. to two hundred twenty (220) feet southwest of Flagstone Court (the current city limit)</i>
<i>Greens Prairie Trail</i>	<i>Royder Rd. and Flagstone Ct.</i>	<i>West/north west</i>	<i>No stopping, standing, or parking anytime along the west/northwest side of Greens Prairie Trail from Royder Road to 220 feet southwest of Flagstone Court (the current city limit).</i>

Royder Rd.	Ledgestone Trail and Greens Prairie Trail	Southwest	No stopping, standing, or parking anytime along the southwest side of Royder Rd. from four hundred (400) feet northwest of Ledgestone Trail to Greens Prairie Trail.
Royder Rd.	Bicycle lane	Southwest	No stopping, standing, or parking anytime along the southwest side of Royder Rd. from the termination of the bicycle lane that begins at Greens Prairie Trail to three hundred (300) feet southeast of the termination of the bicycle lane (the current city limit).
Royder Rd.	Backwater Ln. and Greens Prairie Trail	Northeast	No stopping, standing, or parking anytime along the northeast side of Royder Rd. from Backwater Lane to Greens Prairie Trail.
Royder Rd.	Greens Prairie Trail and Greens Prairie Trail	Northeast	No stopping, standing, or parking anytime along the northeast side of Royder Rd. from Greens Prairie Trail to eight hundred sixty (860) feet southeast of Greens Prairie Trail (the current city limit).

Proposed No Stopping, Standing, or Parking near Wellborn Middle School, Pecan Trail Intermediate School, and Greens Prairie Elementary School



 No Stopping, Standing, or Parking Anytime

 No Stopping, Standing, or Parking
On School Days from 7:00 AM to 9:00 AM and 2:30 PM to 4:30

Legislation Details (With Text)

File #:	17-0381	Version:	1	Name:	No Right-Turn on School Days from Royder to Ledgestone and to a private alley south of Ledgestone
Type:	Ordinance	Status:			Consent Agenda
File created:	7/13/2017	In control:			City Council Regular
On agenda:	8/10/2017	Final action:			
Title:	Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit Right Turns on School Days from Royder Road to Ledgestone Trail and to a Private Alley 300 feet south of Ledgestone Trail.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	No Right-Turn - Ordinance - Royder @ Ledgestone No Right-Turn - Map - Royder @ Ledgestone				
Date	Ver.	Action By	Action		Result

Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit Right Turns on School Days from Royder Road to Ledgestone Trail and to a Private Alley 300 feet south of Ledgestone Trail.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This ordinance prohibits right-turns from Royder Road onto Ledgestone Trail and onto a private alley 300 feet south of Ledgestone Trail on school days during parent pick-up and drop-off times. The purpose of this ordinance is to keep parents, teachers, and other people in the area from using Ledgestone Trail as a cut through street during school pick-up and drop-off times. This is one of three ordinances with a purpose of improving safety around Greens Prairie Trail Elementary, the new Pecan Trail Intermediate School and the future Wellborn Middle School.

Residents and property owners along Ledgestone Trail asked College Station Public Works to look into options for limiting the safety impacts of having three public schools in close proximity to their neighborhood. Based upon traffic engineering's experience at other schools, traffic engineering presented this alternative to residents at a public meeting held on May 18, 2017. Of the eighteen residents attending this meeting, 17 were in support of this ordinance.

To improve safety, the Traffic Management Team recommends approving this ordinance.

Budget & Financial Summary: The "NO U-TURN" signs are planned operation and maintenance expenses accounted for in

the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SCHEDULE VIII AS REFERENCED IN SUBSECTION K OF SECTION 2 THEREOF; PROHIBITING RIGHT TURNS ON SCHOOL DAYS FROM ROYDER ROAD TO LEDGESTONE TRAIL AND A PRIVATE ALLEY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended by amending schedule VIII as referenced in subsection K of Section 2 thereof as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That the Traffic Control Device Inventory - Schedule VIII as referenced in Chapter 10, “Traffic Code”, Section 2K, “Intersections controlled by no right turn or no left turn signs,” is hereby amended to include the following:

Street	Intersecting Street	Travel Direction	No Lt. Turn	No Rt. Turn
Royder Road	Ledgestone Trail	southeast		X*
Royder Road	Private Alley 300 feet southeast of Ledgestone Trail	southeast		X*
*On school days from 7:00 a.m. until 9:00 a.m. and on school days from 2:30 p.m. until 4:30 p.m.				

Proposed No Right-Turn from Royder Road on School Days



Proposed No Right-Turn
on School Days from 7:00 AM to 9:00 AM and
on School Days from 2:30 PM to 4:30 PM

Legislation Details (With Text)

File #:	17-0382	Version:	1	Name:	No Right-Turn on Red on School Days from Pecan Trail Intermediate School and LedgeStone to Greens Prairie Trail
Type:	Ordinance	Status:			Consent Agenda
File created:	7/13/2017	In control:			City Council Regular
On agenda:	8/10/2017	Final action:			
Title:	Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit Right Turns on Red from the Pecan Trail Intermediate School Driveway and From LedgeStone Trail onto Greens Prairie Trail on school days.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	No Right-Turn on Red - Map - GPT at PTIS & LedgeStone No Right-Turn - Ordinance - GPT at PTIS & LedgeStone				
Date	Ver.	Action By	Action		Result

Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit Right Turns on Red from the Pecan Trail Intermediate School Driveway and From LedgeStone Trail onto Greens Prairie Trail on school days.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This ordinance prohibits right-turns on red from the Pecan Trail Intermediate School Driveway and from LedgeStone Trail on school days from 7:00 am until 4:30 PM. The purpose of this ordinance is to protect students, parents and other pedestrians using the crosswalk at this signalized intersection to cross Greens Prairie Trail during school hours.

At traffic signals, drivers in a hurry are less likely to look for pedestrians in a crosswalk when they are making a right-turn on red. Often, parents exiting school pick-up and drop-off driveways are in a hurry and this behavior will likely increase risk to students, parents, and pedestrians using the crosswalks at this location.

To mitigate this risk, Traffic Engineering recommends prohibiting right-turn on red during school days from 7:00 AM until 4:30 PM. This time range covers the same durations of other school traffic ordinances (such as school zones, parking, and turn prohibitions).

To improve safety, the Traffic Management Team recommends approving this ordinance.

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

Attachments:

1. Ordinance
2. Location map

Proposed No Right-Turn on Red from Ledgestone Trail & from Pecan Trail Intermediate on to Greens Prairie Trail



**Proposed No Right-Turn on Red
on School Days 7:00 AM Until 4:30 PM: ———**

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SCHEDULE VIII AS REFERENCED IN SUBSECTION K OF SECTION 2 THEREOF; PROHIBITING RIGHT TURNS ON RED ON SCHOOL DAYS LEDGESTONE TRAIL AND THE PECAN TRAIL INTERMEDIATE SCHOOL DRIVEWAY ON TO GREENS PRAIRIE TRAIL; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended by amending schedule VIII as referenced in subsection K of Section 2 thereof as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That the Traffic Control Device Inventory - Schedule VIII as referenced in Chapter 10, "Traffic Code", Section 2K, "Intersections controlled by no right turn or no left turn signs," is hereby amended to include the following:

Street	Intersecting Street	Travel Direction	No Lt. Turn	No Rt. Turn
Pecan Trail Intermediate School Driveway	Greens Prairie Trail	northwest		X ²
Ledgestone Trail	Greens Prairie Trail	southeast		X ²
2 - No Right-Turn on red on school days from 7:00 AM until 4:30 PM				



Legislation Details (With Text)

File #:	17-0383	Version:	1	Name:	Pecan Trail Intermediate School Zone
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	7/13/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", Section 2F "School zones" to extend the existing school zone along Greens Prairie Trail and short sections of include school zones along George Bush Drive and along sections of Royder Road, Flagstone Court, and Ledgestone Trail.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	School Zone - Map - Greens Prairie Trail School Zone - Ordinance - Greens Prairie Trail				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", Section 2F "School zones" to extend the existing school zone along Greens Prairie Trail and short sections of include school zones along George Bush Drive and along sections of Royder Road, Flagstone Court, and Ledgestone Trail.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This item will amend Schedule V of the Traffic Control Device Inventory by increasing the 25 mph school zone for Greens Prairie Trail Elementary to include the new Pecan Trail Intermediate School. The 25 mph school zone will extend from 200 feet east of Royder Road to approximately 200 feet west of Flag Stone Court. This school zone also extends north along Flagstone court from the intersection with Greens Prairie Trail approximately 200 feet as well as extending north along Ledgestone Trail 200 feet from the intersection. The existing school zone on Royder road will be extend to now go from 400 feet north of the intersection with Greens Praire Trail to the city limit line 850 feet south of Greens Prairie Trail. Holik Street will also have the 30 mph school zone from the end of the existing school zone to the intersection with George Bush Drive.

The attached revised Exhibit B - Schedule V of the Traffic Control Device Inventory, indicates the proposed addition, which are all under the section for College Station High School. These changes are in Bold and Red Italics.

Budget & Financial Summary: The School Zone signs will be purchased using the Public Works Traffic Operations budget. Existing Beacons will be relocated to the new locations by city staff.

Attachments:

1. Ordinance with Exhibit A and Exhibit B
2. Map

Proposed School Zone for Greens Prairie Elementary School and Pecan Trail Intermediate School



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", F "SCHOOL ZONES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", F "School Zones", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED, ADOPTED, and APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 2, “Traffic Control Devices”, F, “School Zones”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adopting the revised “Traffic Control Device Inventory – Schedule V”, dated August 10, 2017, attached hereto as Exhibit “B”, to replace the “Traffic Control Device Inventory – Schedule V”, dated October 13, 2016.

EXHIBIT “A”

Schedule V – School Zones – <i>Revised August 10, 2017</i>					
Location	Posted Hours	Posted Speed Limit	*Operational Time (School Days)	Prd. No./ Date Adopted	BASE MAP NO.
* The operational time is a period in which the zone is enforceable. This time is variable and may change each semester/year depending on the actual school hours set by CSISD.					
College Hills Elementary					
1. Francis Drive, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1986 Nov. 12, 1992	1998-01
2. Francis Drive, West of Walton Drive - East of James Parkway.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1986 Nov. 12, 1992	1998-01
3. Gilchrist Avenue, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-01
4. Gilchrist Avenue, West of Williams Street - East of Walton Drive.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-01
5. Walton Drive, South of Nunn Street - North of Francis Drive.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1986 Nov. 12, 1992	1998-01
6. Walton Drive, South of Francis Drive - North of Bolton Avenue.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1986 Nov. 12, 1992	1998-01
South Knoll Elementary					

7. Southwest Parkway, East of Langford Street - West of Laura Lane.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
8. Southwest Parkway, East of Lawyer Place - West of Sabine Court.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
9. Langford Street, South of S. Ridgefield Court - North of Boswell Street.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
10. Langford Street, South of Boswell Street - North of Southwest Parkway.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
11. Boswell Street, East of Lawyer Street - West of Langford Street.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
Southwood Valley Elementary					
12. Deacon Drive, East of San Felipe Drive - West of Brothers Boulevard.	When Flashing	20 mph	7:20—8:05 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
13. Deacon Drive, East of Pierre Place - West of Celinda Circle.	When Flashing	20 mph	7:20—8:05 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
14. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Deacon and Brothers).	When Flashing	20 mph	7:20—8:05 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
15. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Todd Trail and Brothers).	When Flashing	20 mph	7:20—8:05 a.m. 2:45—3:30 p.m.	#1441 Aug. 11, 1983	1998-02
Oakwood Middle School/Willow Branch Intermediate School					
16. Holik Street, South of George Bush Drive - North of Anna Street (intersection of George Bush and Holik).	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#1441 Aug. 11, 1983	1998-03

17. Holik Street, North of Anna Street - South of George Bush Drive (intersection of Anna and Holik).	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#1441 Aug. 11, 1983	1998-03
18. Anderson Street, South of George Bush Drive - North of Wolf Run.	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#1441 Aug. 11, 1983	1998-03
19. Anderson Street, South of Wolf Run - North of Park Place.	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#1441 Aug. 11, 1983	1998-03
20. Timber Street, South of George Bush Drive and North of Anna Street (intersection of George Bush Dr. and Timbers).	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#2210 Sept. 26, 1996	1998-03
21. Timber Street, North of Anna Street - South of George Bush Drive.	When Flashing	20 mph	7:45—8:45 a.m. 3:15—4:00 p.m.	#2210 Sept. 26, 1996	1998-03
Rock Prairie Elementary/College Station Middle School					
22. Welsh Avenue, North of Edelweiss Avenue - South of Willow Loop.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1941 Feb. 13, 1992	1998-04
23. Honeysuckle Lane, East of Welsh Avenue - West of Westchester Avenue.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1941 Feb. 13, 1992	1998-04
24. Canterbury Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1941 Feb. 13, 1992	1998-04
25. Dover Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1941 Feb. 13, 1992	1998-04

26. Abbey Lane, East of Victoria Avenue - West of Nottingham Drive.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1989 April 11, 1989	1998- 04
27. Yorkshire Drive, East of Victoria Avenue - West of Nottingham Drive.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1989 April 11, 1989	1998- 04
28. Victoria Avenue, South of Yorkshire Drive - North of Shire Drive.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1821 Sept. 14, 1989	1998- 04
29. Rock Prairie Road, East of Rio Grande Boulevard - West of Bahia Drive.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1987 Nov. 12, 1987	1998- 04
30. Rio Grande Boulevard, South of Capistrano Court - North of Rock Prairie Road.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1987 Nov. 12, 1987	1998- 04
31. Westchester Avenue, South of Dover Street - North of Rock Prairie Road.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	#1874 Dec. 13, 1990	1998- 04
32. Rock Prairie Road, East of Shire Drive - West of Victoria Avenue.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2259 Aug. 28, 1997	1998- 04
33. Edelweiss Avenue, East of Caterina Lane - West of Innsbruck Circle.	When Flashing	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2703 Mar. 11, 2004	N/A
34. Innsbruck Circle, North of western intersection of Edelweiss Avenue and Innsbruck Circle.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2703 Mar. 11, 2004	N/A

35. Innsbruck Circle, North of eastern intersection of Edelweiss Avenue and Innsbruck Circle.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2703 Mar. 11, 2004	N/A
36. Sunflower Trail, North of Edelweiss Avenue - South of Welsh Avenue.	7:15—8:45 a.m. 2:45—4:15 p.m.	25 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	# 2703 Mar. 11, 2004	N/A
A&M Consolidated High School					
37. Welsh Avenue, South of Nueces Drive - North of FM 2818 (intersection of Welsh and Nueces).	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.—4:00 p.m.	#1889 April 11, 1991	1998- 02
38. Welsh Avenue, North of FM 2818 - South of Nueces Drive (intersection of Welsh and FM 2818).	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.—4:00 p.m.	#1889 April 11, 1991	1998- 02
39. Nueces Drive, South of Hondo Drive - North of Arboles Circle	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.—4:00 p.m.	#2403 Aug. 12, 1999	1999- 01
40. Nueces Drive, North of FM 2818 - South of Guadalupe Drive	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.—4:00 p.m.	#2403 Aug. 12, 1999	1999- 01
41. Guadalupe Drive, West of Langford Street - East of Nueces Drive	7:30 a.m.— 4:00 p.m.	25 mph	7:30 a.m.—4:00 p.m.	#2403 Aug. 12, 1999	1999- 01
42. Welsh Avenue, North of FM 2818 (at the south end of the limit identified in #38 above)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA
43. Welsh Avenue, South of FM 2818 (345 feet south of the FM 2818 and Welsh intersection)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA
44. Nueces Drive, North of FM 2818 (at the south end of the limit identified in #40 above)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA
45. FM 2818, West of Welsh (650 feet west of FM 2818 and Welsh intersection)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA

46. FM 2818, East of Nueces (220 feet east of FM 2818 and Nueces intersection)	When Flashing	35 mph	7:30—8:30 a.m. 3:30—4:00 p.m.	Sept. 26, 2013	NA
Pebble Creek Elementary					
47. Parkview Drive, West of Bogey Court - East of Birdie Court.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2198 Aug. 29, 1996	1998-05
48. Venture Drive, West of Lakeway Drive - East of S.H. 6 East Frontage Road.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2198 Aug. 29, 1996	1998-05
49. Lakeway Drive, South of Greens Prairie Road - North of Parkview Drive.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2198 Aug. 29, 1996	1998-05
50. Lakeway Drive, North of Quality Circle - South of Venture Drive.	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2198 Aug. 29, 1996	1998-05
Forest Ridge Elementary					
51. Greens Prairie Road, West of Arrington - East of Castlegate Drive.	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2868 Feb. 9, 2006	N/A
Cypress Grove Intermediate					
52. Graham Road, West of Schaffer Road - East of Victoria Avenue.	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2403 Aug. 12, 1999	1999-02
53. Graham Road, West of S.H. 6 West Frontage Road - East of Schaffer Road.	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2403 Aug. 12, 1999	1999-02
54. Schaffer Road, North of Graham Road - South of Hasselt Street.	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	#2403 Aug. 12, 1999	1999-02
Creekview Elementary					

55. Eagle Avenue, West of New Port Lane - 385 feet east of school property	When Flashing	20 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	# Aug 17, 2009	N/A
<i>Greens Prairie Elementary School & Pecan Trail Intermediate School</i>					
<i>56. Greens Prairie Trail - beginning 210 feet east of the intersection with Royder Road and extending west until 200 feet west of the intersection with Flagstone Court.</i>	<i>When Flashing</i>	<i>25 mph</i>	<i>7:30—8:15 a.m. 2:45—3:30 p.m.</i>	<i>Aug. 10, 2017</i>	<i>N/A</i>
<i>57. Royder Road - beginning 400 feet north of the intersection with Greens Prairie Trail and extending 850 feet from the south side of the intersection to the City Limit.</i>	<i>When Flashing</i>	<i>25 mph</i>	<i>7:30—8:15 a.m. 2:45—3:30 p.m.</i>	<i>Aug. 10, 2017</i>	<i>N/A</i>
<i>58. Ledgestone Trail – beginning 220 feet north of the intersection with Greens Prairie Trail and Extending south to the intersection.</i>	<i>When Flashing</i>	<i>25 mph</i>	<i>7:30—8:15 a.m. 2:45—3:30 p.m.</i>	<i>Aug. 10, 2017</i>	<i>N/A</i>
<i>59. Flagstone Court – beginning 220 feet north of the intersection with Greens Prairie Trail and Extending south to the intersection.</i>	<i>When Flashing</i>	<i>25 mph</i>	<i>7:30—8:15 a.m. 2:45—3:30 p.m.</i>	<i>Aug. 10, 2017</i>	<i>N/A</i>
College Station High School					
60. Barron Road - beginning 220 feet east of the intersection with Victoria Avenue and extending west 1350 feet from the west side to the intersection	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	# July 12, 2012	N/A
61. Victoria Avenue - beginning 250 feet north of the intersection with Barron Road and extending south 1730 feet from the south side of the intersection	When Flashing	25 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	# July 12, 2012	N/A
Spring Creek Elementary					
62. WS Phillips Parkway – beginning 1,050 feet northwest of the intersection with Brewster Drive and extending southwest to 50 feet northwest of the intersection with Haines Lane	When Flashing	20 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	July 23, 2015	N/A
63. Brewster Drive – beginning at the intersection with WS Phillips Parkway and extending northeast to 1,150 feet northeast of the intersection with WS Philips Parkway	When Flashing	20 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	July 23, 2015	N/A

64. Dunlap Loop – beginning at the property line between 4007 and 4009 Dunlap Loop and extending southeast to the intersection with Brewster Drive.	7:15—8:45 a.m. 2:45—4:15 p.m	20 mph	7:15—8:45 a.m. 2:45—4:15 p.m.	July 23, 2015	N/A
College View High School					
65. George Bush Drive (FM 2347) – beginning 200 feet east of Holik Street to approximately 175 feet west of Timber Street.	When Flashing	30 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	Oct 13, 2016	N/A
66. Timber Street – beginning approximately 160 feet south of the intersection with George Bush Drive.	When Flashing	30 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	Oct 13, 2016	N/A
67. Holik Street – beginning at the intersection with George Bush Drive and extending south 375 feet.	When Flashing	30 mph	7:30—8:15 a.m. 2:45—3:30 p.m.	Oct 13, 2016	N/A



Legislation Details (With Text)

File #:	17-0388	Version:	1	Name:	Renewal 2 - Annual Purchase of Electric Distribution Poles
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	7/17/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on Renewal 2 of the award for the annual purchase of electric distribution poles, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$431,045 to Techline, Inc. This includes a vendor requested price increases to specific line items, with an overall increase of 8.9%.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Bid 15-062 Signed Electric Distribution Poles				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on Renewal 2 of the award for the annual purchase of electric distribution poles, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$431,045 to Techline, Inc. This includes a vendor requested price increases to specific line items, with an overall increase of 8.9%.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends renewal 2 of the award for an annual blanket order to Techline for the purchase of electric distribution poles.

Summary: On June 25, 2015, seven (7) sealed bids were received and opened for Invitation to Bid 15-062, for the annual purchase of electric distribution poles. Electric staff evaluated the bids for compliance to the needed specifications. Techline, Inc. submitted the lowest overall bid, which meet all specifications.

The original bid allowed for up to two additional one year terms. This will be the second of the two possible renewal terms. Techline requested pricing increases, as allowed in the original bid specifications. Each line item increase is within the allowable percentage, with an overall increase of 8.9%. Groups A and B were removed from this renewal by the Electric Department, as those types of poles will no longer be kept in the warehouse and will be ordered on an as needed basis through informal quotes.

Upon approval, a blanket order will be issued to Techline. Orders will be placed throughout the year, and the materials will be placed and maintained in the electrical inventory and expended as needed.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Reviewed and Approved by Legal: N/A

Attachments: Bid #15-062 Renewal 2 Letter with New Pricing



July 12, 2017

ATTN:
Gary Troxell
Techline, Inc
9609 Beck Circle
Austin, TX 78758

RE: Renewal 2 – Bid 15-062
Annual Blanket Order for Electric Distribution Poles

Dear Mr. Troxell,

The City of College Station appreciates the services provided by Techline, Inc., this past year. We would like to exercise our option to renew the above referenced agreement for the term of August 18, 2017 through August 17, 2018.

If this meets with your company's approval, please complete the following renewal agreement and return it no later than Friday, July 21, 2017 via e-mail to hpavelka@cstx.gov or via fax (979-764-3899). *Please follow up by mailing an original signed copy to my attention at the following address:*

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

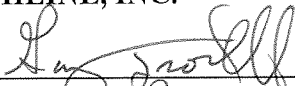
www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid 15-062, for the Annual Blanket Order for Electric Distribution Poles, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Four Hundred Thirty One Thousand Forty Five and No/100 Dollars (\$431,045.00). This includes vendor requested increases to line items as shown on the following page, and the removal of groups A and B.

I understand this renewal term will be for the period beginning August 18, 2017 through August 17, 2018. This is the second of two possible renewals.

TECHLINE, INC.

By: 
Printed Name: Gary Troxell
Title: Sales
Date: 7/13/17



City of College Station - Purchasing Division
 Bid Tabulation for #15-062
 "Annual Purchase of Electric Distribution Poles"
 Open Date: Thursday, June 25, 2015 @ 2:00 p.m.
 Renewal 1

					Techline - Original Bid			Renewal 2		
Item	Qty	Unit	COCS Inventory #	Description	Ground Line Movement	Unit Price	Total Price	Unit Price	% Change	Total Price
GROUP 'A' MATERIALS (Steel Poles)										
A1	10	ea	285-065-00020	30' Steel Pole						
A2	10	ea	285-065-00010	40' Steel Pole						
A3	10	ea	285-065-00011	45' Steel Pole						
A4	5	ea	285-065-00012	50' Steel Pole						
A5	5	ea	285-065-00013	55' Steel Pole						
Total Group A					\$0.00			\$0.00		
GROUP 'B' MATERIALS (Steel Self-Supporting Poles)										
B1	3	ea	285-065-00016	50' Steel Self Supporting Pole w/ 6 degree angle						
B2	3	ea	285-065-00017	50' Steel Self Supporting Pole w/ 12 degree angle						
B3	3	ea	285-065-00018	50' Steel Self Supporting Pole w/ 18 degree angle						
B4	2	ea	285-065-00019	60' Steel Self Supporting Pole w/ 6 degree angle						
B5	2	ea	285-065-00020	60' Steel Self Supporting Pole w/ 12 degree angle						
B6	2	ea	285-065-00021	60' Steel Self Supporting Pole w/ 18 degree angle						
Total Group B					\$0.00			\$0.00		
GROUP 'C' MATERIALS (Fiberglass Composite Poles)										
C1	10	ea	285-065-00031	30' Fiberglass Composite Pole	87,975	\$1,552.00	\$15,520.00	\$1,705.00	9.86%	\$17,050.00
C2	30	ea	285-065-00032	40' Fiberglass Composite Pole	100,640	\$1,811.00	\$54,330.00	\$1,990.00	9.88%	\$59,700.00
C3	30	ea	285-065-00033	45' Fiberglass Composite Pole	114,793	\$1,925.00	\$57,750.00	\$2,115.00	9.87%	\$63,450.00
C4	15	ea	285-065-00034	50' Fiberglass Composite Pole	128,945	\$2,187.00	\$32,805.00	\$2,403.00	9.88%	\$36,045.00
C5	15	ea	285-065-00035	55' Fiberglass Composite Pole	143,098	\$3,258.00	\$48,870.00	\$3,580.00	9.88%	\$53,700.00
Total Group C					\$209,275.00			\$229,945.00		
GROUP 'D' MATERIALS (Tapered Fiberglass Composite Poles)										
D1	2	ea	285-065-00036	50' Tapered Shaft Fiberglass Composite Pole w/ 6 degree angle	179,010	\$2,778.00	\$5,556.00	\$3,052.00	9.86%	\$6,104.00
D2	2	ea	285-065-00026	50' Tapered Shaft Fiberglass Composite Pole w/ 12 degree	334,950	\$3,448.00	\$6,896.00	\$3,789.00	9.89%	\$7,578.00
D3	2	ea	285-065-00037	50' Tapered Shaft Fiberglass Composite Pole w/ 18 degree	444,600	\$3,575.00	\$7,150.00	\$3,928.00	9.87%	\$7,856.00
Total Group D					\$19,602.00			\$21,538.00		
GROUP 'E' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles)										
E1	5	ea	540-070-00020	35" Prestressed Spun Cast Concrete Pole	161,000	\$1,732.00	\$8,660.00	\$1,863.00	7.56%	\$9,315.00
E2	10	ea	540-070-00010	40" Prestressed Spun Cast Concrete Pole	179,000	\$1,820.00	\$18,200.00	\$1,957.00	7.53%	\$19,570.00
E3	25	ea	540-070-00008	45" Prestressed Spun Cast Concrete Pole	211,000	\$1,892.00	\$47,300.00	\$2,035.00	7.56%	\$50,875.00
E4	15	ea	540-070-00009	50" Prestressed Spun Cast Concrete Pole	244,000	\$2,025.00	\$30,375.00	\$2,178.00	7.56%	\$32,670.00
E5	10	ea	540-070-00011	55" Prestressed Spun Cast Concrete Pole	267,000	\$2,130.00	\$21,300.00	\$2,291.00	7.56%	\$22,910.00
Total Group E					\$125,835.00			\$135,340.00		
GROUP 'F' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles)										
F1	3	ea	540-070-00021	50" Prestressed Spun Cast Concrete Pole w/ 6 degree angle	239,000	\$2,025.00	\$6,075.00	\$2,178.00	7.56%	\$6,534.00
F2	3	ea	540-070-00018	50" Prestressed Spun Cast Concrete Pole w/ 12 degree angle	391,000	\$2,420.00	\$7,260.00	\$2,603.00	7.56%	\$7,809.00
F3	3	ea	540-070-00019	50" Prestressed Spun Cast Concrete Pole w/ 18 degree angle	513,000	\$2,595.00	\$7,785.00	\$2,791.00	7.55%	\$8,373.00
F4	2	ea	540-070-00022	60" Prestressed Spun Cast Concrete Pole w/ 6 degree angle	469,000	\$2,860.00	\$5,720.00	\$3,076.00	7.55%	\$6,152.00
F5	2	ea	540-070-00023	60" Prestressed Spun Cast Concrete Pole w/ 12 degree angle	772,000	\$3,394.00	\$6,788.00	\$3,650.00	7.54%	\$7,300.00
F6	2	ea	540-070-00024	60" Prestressed Spun Cast Concrete Pole w/ 18 degree angle	951,000	\$3,745.00	\$7,490.00	\$4,027.00	7.53%	\$8,054.00
Total Group F					\$41,118.00			\$44,222.00		
TOTAL RECOMMENDED					\$395,830.00			\$431,045.00		
Certification of Bid					Y			Overall Increase		8.90%



Legislation Details (With Text)

File #: 17-0395 **Version:** 1 **Name:** PY 2018 CD Budget and FY 2017 Action Plan
Type: Resolution **Status:** Consent Agenda
File created: 7/23/2017 **In control:** City Council Regular
On agenda: 8/10/2017 **Final action:**
Title: Presentation, possible action, and discussion regarding the proposed FY 2018 Community Development Budget and PY 2017 Annual Action Plan and request for approval by Resolution.
Sponsors: Debbie Eller
Indexes:
Code sections:

Attachments: [Attachment 1 - Resolution](#)
[Attachment 2 -FY 2018 Proposed Community Development Budget](#)
[Attachment 3- FY 2018 Plan Development Process Summary](#)
[Attachment 4 - FY 2018 CDBG Public Service Funding Summary & Recommendations](#)
[Attachment 5 - FY 2018 CDBG Public Facility Funding Summary & Recommendations](#)
[Attachment 6 - 2015-2019 Community Development Goals](#)
[Attachment 7 - 2017 Income Limits](#)
[Attachment 8 - Map](#)
[Attachment 9 Community Development Project Descriptions](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the proposed FY 2018 Community Development Budget and PY 2017 Annual Action Plan and request for approval by Resolution.

Relationship to Strategic Goals:

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

Recommendation(s): Review of the proposed FY 2018 Community Development Budget and PY 2017 Annual Action Plan and provide any feedback and/or direction desired.

Staff will present a proposed FY 2018 Community Development Budget and PY 2017 Action Plan. Included in the Plan are goals, objectives, and funding recommendations for projects and programs. Each year, the City is required to submit to the U.S. Department of Housing and Urban Development (HUD) a one year Action Plan describing projects and activities to be funded with the community development grants received. Action Plan activities must correspond to the 5-Year Consolidated Plan.

HUD requires that the Action Plan and Budget be delivered by August 16, 2017, therefore these are

presented prior to the Council's consideration of the overall City budget. The new grant amounts available for PY 2017 includes \$994,211 in Community Development Block Grant (CDBG) funds and \$372,260 in HOME Investment Partnership Grant (HOME) funds. The budget includes previously programmed but unspent grant funds from current years in the amount of \$872,058 in CDBG and \$360,359 in HOME, in addition to expected program income in the amount of \$33,732 (HOME) to be received from reconstruction and down payment assistance loans executed in previous years.

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

The proposed plans and budget were developed using input received from a series of public hearings, program committee meetings, and citizen input. The goals and objectives in the 2015-2019 Consolidated Plan were followed in preparing this year's Plan. These goals and objectives were prepared to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency and are now being presented to Council for discussion and input. Staff will return to Council at the August 10th meeting to make available the final draft of the budget and Annual Action Plan and to request approval.

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

Budget & Financial Summary: See attached financial summaries for the proposed FY 2018 Community Development Budget for CDBG and HOME funds. Staff will be prepared to answer questions regarding the proposed plans and/or budget

Attachments:

- Attachment 1: Proposed FY 2018 Community Development Budget Summary
- Attachment 2: Plan Development Summary
- Attachment 3: Proposed FY 2018 Public Service Funding Recommendations
- Attachment 4: Proposed FY 2018 Public Facility Funding Recommendations
- Attachment 5: PY 2015 - 2019 Community Development Goals
- Attachment 6: 2017 Median Income Limits
- Attachment 7: Map of Eligible Community Development Areas
- Attachment 8: Community Development Project Descriptions
- Attachment 9: Proposed FY 2018 (PY 2017) Action Plan and Budget - Available for Review in CSO

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PROGRAM YEAR 2017 (FY 2018) ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive \$994,211 in Community Development Block Grant (CDBG) funds and \$372,260 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in Program Year 2017 and has prepared a Program Year 2017 (FY 2018) Action Plan and Community Development Budget as required to secure these funds; and

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

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

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Program Year 2017 (FY 2018) Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Program Year 2017 (FY 2018) Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; now, therefore,

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

PART 1: That the City Council hereby approves the Program Year 2017 (FY 2018) Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by HUD for all Community Planning and Development Grant Programs for the Program Year 2017 (FY 2018) on behalf of the City of College Station.

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

ADOPTED this _____ day of August 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Attachment 1: FY 2017 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$38,467	\$62,500	\$100,967
Acquisition	\$327,487	\$156,013	\$483,500
Demolition	\$10,000	\$0	\$10,000
Homebuyer Assistance	\$0	\$160,000	\$160,000
CHDO	\$91,000	\$55,839	\$146,839
CHDO Operating Expenses	\$18,621	\$0	\$18,621
Construction/Leveraged Development	\$211,878	**\$112,927	\$324,805
Housing Services	\$6,909	\$18,100	\$25,009
Rental Rehabilitation	\$6,917	\$0	\$6,917
Code Enforcement	\$23,800	\$33,182	\$56,982
Tenant Based Rental Assistance	\$0	\$15,000	\$15,000
Public Service Agency (See Attachment 3)	*\$42,023	\$149,131	\$191,154
Public Facility (See Attachment 4)	\$405,315	\$401,443	\$806,758
Economic Development	\$50,000	\$0	\$50,000
Grant Administration	\$0	\$236,068	\$236,068
Recaptured Funds/ Program Income		CDBG HOME	**33,732
Total Community Development Budget			\$2,541,878

* Carry-over funds represent 4th quarter payments for FY 2017

** HOME Loan proceeds to be utilized for Leveraged Development/New Construction when realized

** Includes FY 17 CDBG Grant and anticipated proceeds from sale of Holleman

Attachment 2: Consolidated Plan and Budget Development Process Summary, FY 2018

Event	Date
Pre-proposal workshop for agencies	February 16, 2017
Public hearing on Consolidated Plan and Budget (Lincoln Center)	March 7, 2017
JRFRC proposals due	March 23, 2017
JRFRC Public Meetings	April 6, 2017 April 13, 2017 April 20, 2017 April 27, 2017 May 4, 2017 May 18, 2017
Final JRFRC Public Service Agency Public Meeting	May 17, 2017
14-Day* Public Comment Period begins <i>This comment period is normally 30 days. Due to the late adoption Of the Omnibus Spending Bill by Congress, a waiver was issued to shorten the Public Comment Period to 14 days.</i>	July 14, 2017
First presentation of Consolidated Plan and Budget to City Council	July 27, 2017
Public hearing to present goal and objectives and public comments regarding the proposed PY 2017 Annual Action Plan (Lincoln Center)	July 25, 2017
14-Day Public Comment Period ends	July 28, 2016
Request council approval by consent agenda of PY 2017 Annual Action Plan and Budget	August 10, 2017
PY 2017 Annual Action Plan due to HUD no later than	August 16, 2017

Attachment 3: FY 2018 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Funding City
Big Brothers Big Sisters of South Texas	Brazos Valley Mentoring Program	\$32,000	\$29,216	Service Delivery Coordinator	College Station
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$50,000	\$23,532	Medical Items & Testing Medical Provider	College Station
Catholic Charities	BV Financial Stability Program	\$50,000	\$22,121	Salaries Benefits, Direct Client Asst.	Bryan
Brazos Valley Rehabilitation Center	Counseling and Case Management Program	\$53,000	\$23,872	Social Worker Contracted Services	Bryan
Family Promise of Bryan-College Station	Case Management	\$30,000	\$24,267	Case Management	Bryan & College Station
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$36,396	\$24,018	Therapist, Utilities, Auto, Maintenance	College Station
Twin City Mission, Inc.	Case Manager/Client Assistance Program	\$38,142	\$24,682	Case Manager, Client Assistance	Bryan
Unity Partners dba Project Unity	Safe Harbour Supervised Visitation Program	\$35,000	\$31,862	Personnel, FICA, Security	College Station
Voices for Children	Court Appointed Special Advocates of BV	\$34,065	\$32,471	Personnel/Salaries Benefits	College Station
Total		\$358,603	\$236,041		

Attachment 4: FY 2018 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
Northeast Sewer Trunkline PH1	\$152,231* (FY 2018 \$2,500)	\$1,497,306 in CDBG funds from FY 2017 and recaptured funds generated from the sale of the Holleman property were allocated for this project. The project is expected to be complete by the end of October 2017. Remaining funds allocated in FY 2017 will be carried-over and expended next year. Additional funds from the FY 2018 budget are included for staff costs to ensure compliance with federal requirements.
Georgie K. Fitch Park Improvements	\$166,655* (FY 2018 \$2,500)	\$127,875 in CDBG funds from FY 2017 were allocated for this project to design and construct a trail and bridge in Fitch Park to provide increased connectivity and pedestrian access throughout the park. Construction estimates came in higher than anticipated. Funding budgeted but not needed for the 2016 Sidewalk project were moved to make up the difference. This project is expected to be complete during the first quarter of FY 2018. Remaining funds allocated in FY 2017 will be carried-over and expended next year. Additional funds from FY 2018 budget are included for staff costs to ensure compliance with federal requirements.
Southwest Parkway	\$430,862* (FY 2018 \$339,433)	\$164,400 in CDBG funds from FY 2017 were allocated for this project to design and construct sidewalks on the north side of Southwest Parkway from FM 2154 to Welsh. Due to \$91,429 in funds remaining from the 2016 Sidewalk project, the scope of the project was expanded to include sidewalks on the south side of Southwest Parkway and improvements to the intersection at Southwest Parkway and Welsh and Southwest Parkway and FM2154. These will all meet an improvement identified in the ADA Transition Plan and/or address a citizen request. Design is expected to be complete before the end of FY 2017. The design will include 4 phases. Bids will be awarded based on the funds available. Remaining funds allocated in FY 2017 will be carried-over and expended next year. The allocation for FY 2018 is anticipated to be sufficient to complete all 4 phases but will be dependent on bids.
Bus Shelters	\$57,010	This recommendation is to provide a bus shelter at a designated bus stop on Holleman for the newly expanded and remodeled Lincoln Center.
Total	\$806,758	
<i>*includes carry-over funds from FY 2017</i>		

Attachment 5: PY 2015-2019 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2015	2019	Affordable Housing		Rental Housing Special Needs	HOME: \$75,000	Rental units rehabilitated: 10 Household Housing Unit
2	Rental Housing - Construction	2015	2019	Affordable Housing		Rental Housing Special Needs	HOME: \$300,000	Rental units constructed: 50 Household Housing Unit
3	Owner Housing - Rehabilitation/Reconstruction	2015	2019	Affordable Housing		Owner-Occupied Housing	CDBG: \$50,000 HOME: \$275,000	Homeowner Housing Rehabilitated: 16 Household Housing Unit
4	Owner Housing - Demolition	2015	2019	Affordable Housing Non-Housing Community Development		Owner-Occupied Housing Public Facilities & Infrastructure	CDBG: \$50,000	Buildings Demolished: 5 Buildings
5	Rental/Owner Housing - Code Enforcement	2015	2019	Non-Housing Community Development		Rental Housing Owner-Occupied Housing	CDBG: \$500,000	Housing Code Enforcement/Foreclosed Property Care: 25000 Household Housing Unit
6	Homeownership - Down Payment Assistance	2015	2019	Affordable Housing		Homeownership	HOME: \$500,000	Direct Financial Assistance to Homebuyers: 25 Households Assisted
7	Homeownership - Financial Literacy	2015	2019	Affordable Housing		Homeownership		Other: 375 Other
8	Homeownership - Construction	2015	2019	Affordable Housing		Owner-Occupied Housing Homeownership	CDBG: \$400,000 HOME: \$400,000	Homeowner Housing Added: 4 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Homelessness - TBRA Security Deposits	2015	2019	Homeless		Rental Housing Homelessness Special Needs	HOME: \$125,000	Tenant-based rental assistance / Rapid Rehousing: 375 Households Assisted
10	Homelessness - Outreach and Assessment	2015	2019	Homeless Non-Homeless Special Needs Non-Housing Community Development		Homelessness Special Needs Public Services	CDBG: \$10,000	Other: 20 Other
11	Homelessness - Services	2015	2019	Homeless		Homelessness Public Services	CDBG: \$70,000	Public service activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
12	Special Needs - Services	2015	2019	Non-Homeless Special Needs		Special Needs Public Services	CDBG: \$150,000	Public service activities other than Low/Moderate Income Housing Benefit: 1100 Persons Assisted
13	Public Services - Health Care Services	2015	2019	Non-Housing Community Development		Special Needs Public Services	CDBG: \$350,000	Public service activities other than Low/Moderate Income Housing Benefit: 3600 Persons Assisted
14	Public Services - Youth Services	2015	2019	Non-Housing Community Development		Public Services	CDBG: \$110,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
15	Public Services - Senior Services	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Special Needs Public Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
16	Public Services - Domestic Abuse & Neglect	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Special Needs Public Services	CDBG: \$80,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
17	Public Services - Other	2015	2019	Non-Housing Community Development		Public Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
18	Public Facilities - Street Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25000 Persons Assisted
19	Public Facilities - Sidewalk Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted
20	Public Facilities - Other Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$100,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
21	Public Facilities - Park Improvements	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 20000 Persons Assisted
22	Economic Development - Business Loan Program	2015	2019	Non-Housing Community Development		Economic Development	CDBG: \$150,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
23	Economic Development - Job Training	2015	2019	Non-Housing Community Development		Economic Development	CDBG: \$50,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted

Goal Descriptions

1	Goal Name	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.
2	Goal Name	Rental Housing - Construction
	Goal Description	Encourage and facilitate the construction of new affordable rental units through nonprofit or for-profit partners. Additional sources of funds include tax credits through the State of Texas and private funds.
3	Goal Name	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG) and residential rehabilitation or reconstruction loans (HOME).
4	Goal Name	Owner Housing - Demolition
	Goal Description	Encourage and facilitate the removal of dilapidated residential structures and/or address community emergencies.
5	Goal Name	Rental/Owner Housing - Code Enforcement
	Goal Description	Utilize code enforcement regulations to maintain the integrity of older neighborhoods. Funds will support Code Enforcement Officer position(s).
6	Goal Name	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.

7	Goal Name	Homeownership - Financial Literacy
	Goal Description	Encourage and support programs and projects that provide education and counseling to lower-income homeowners and prospective homebuyers.
8	Goal Name	Homeownership - Construction
	Goal Description	Encourage and support programs and projects that construct new housing units for low- and moderate-income homebuyers.
9	Goal Name	Homelessness - TBRA Security Deposits
	Goal Description	Preventing homelessness through the provision of assistance for low-income households to secure and sustain safe, decent affordable housing. This is a coordinated effort among affordable housing providers and the City to provide security deposit assistance to eligible households.
10	Goal Name	Homelessness - Outreach and Assessment
	Goal Description	Fostering coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. This information may be used to target and improve service provision.
11	Goal Name	Homelessness - Services
	Goal Description	Assist homeless persons in meeting health and human service needs; provide training and counseling opportunities to help with the transition to self-sufficiency. This goal will be met through public service provision.
12	Goal Name	Special Needs - Services
	Goal Description	Encourage and facilitate organizations that provide social and/or housing services to special needs populations.
13	Goal Name	Public Services - Health Care Services
	Goal Description	Encourage and support nonprofit providers of health and dental care to deliver programs to low- and moderate-income families and individuals.
14	Goal Name	Public Services - Youth Services
	Goal Description	Encourage and support nonprofit providers of youth services and programs to deliver programs to low- and moderate-income families.

15	Goal Name	Public Services - Senior Services
	Goal Description	Encourage and support nonprofit providers of mental health care and substance abuse counseling services to deliver programs to low- and moderate-income families and individuals.
16	Goal Name	Public Services - Domestic Abuse & Neglect
	Goal Description	Encourage and support nonprofit providers of domestic abuse and neglect services and programs to deliver programs to low- and moderate-income families.
17	Goal Name	Public Services - Other
	Goal Description	Encourage and support nonprofit providers of other public services and programs to deliver programs to low- and moderate-income families.
18	Goal Name	Public Facilities - Street Infrastructure
	Goal Description	Rehabilitation and expansion of street infrastructure.
19	Goal Name	Public Facilities - Sidewalk Infrastructure
	Goal Description	Rehabilitation and expansion of sidewalk infrastructure.
20	Goal Name	Public Facilities - Other Infrastructure
	Goal Description	Rehabilitation and expansion of other infrastructure, including water and sewer lines and flood drain improvements.
21	Goal Name	Public Facilities - Park Improvements
	Goal Description	Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
22	Goal Name	Economic Development - Business Loan Program
	Goal Description	Rehabilitate and/or develop new spaces for businesses to better realize job creation.

23	Goal Name	Economic Development - Job Training
	Goal Description	Support and expand community-wide training and employment activities targeting low- and moderate-income households.

Attachment 6: 2017 Median Income Limits

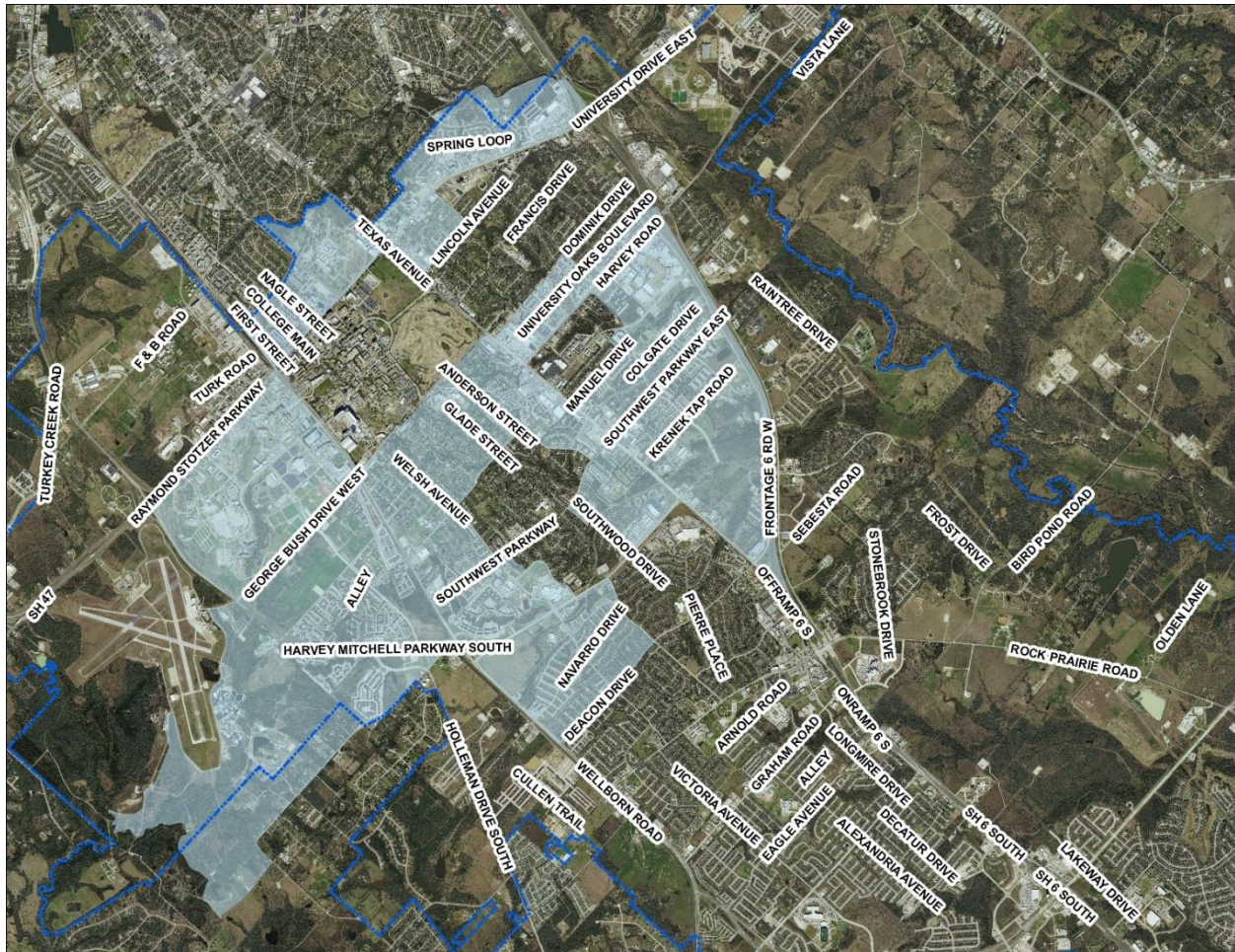
2017 MEDIAN INCOME LIMITS
City of College Station
Community Development

This list supersedes all other lists of prior dates.

Household	60%	80%
1	\$25,380	\$33,850
2	\$29,040	\$38,650
3	\$32,640	\$43,500
4	\$36,240	\$48,300
5	\$39,180	\$52,200
6	\$42,060	\$56,050
7	\$44,940	\$59,900
8	\$47,880	\$63,800

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI).

Attachment 7: Map of Eligible Community Development Areas



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

Attachment 8: Community Development Project Descriptions

Owner-Occupied Housing Assistance

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

Acquisition:

CDBG and HOME funds may be used to support the acquisition of property for the development of affordable housing units for sale or rent by income-eligible and otherwise qualified households. This can include vacant land for new construction, or existing housing units, often combined with rehabilitation.

Demolition

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

Homebuyer Assistance

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

Community Housing Development Organization

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

CHDO Operating Expenses

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

Construction – Leveraged Development and Non-Profit Partners

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

Housing Services

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

Rental Rehabilitation

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

upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

Code Enforcement

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

Tenant Based Rental Assistance

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

Public Services

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

Public Facility

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

Economic Development

Funds will be utilized in the establishment of a revolving loan program to spur economic development and create or retain jobs for qualified low- and moderate-income persons.

Program Administration

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

Legislation Details (With Text)

File #:	17-0401	Version:	1	Name:	Copy Printing
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/24/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of the award of the City's annual copy and print services blanket orders with estimated annual expenditures of: Alphagraphics (formerly Tops Printing) \$80,000; Copy Corner \$40,000. The total not to exceed amount is \$120,000 for Copy and Print Services				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of the award of the City's annual copy and print services blanket orders with estimated annual expenditures of: Alphagraphics (formerly Tops Printing) \$80,000; Copy Corner \$40,000. The total not to exceed amount is \$120,000 for Copy and Print Services

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval of award for the annual price agreements with Alphagraphics for \$80,000, Copy Corner for \$40,000. These estimates are based on the past year's history for city-wide printing and copying.

Summary: Staff issued a Request for Proposal, #17-063, in July 2017 for the City's Annual Copy and Print Services. Three (3) sealed proposals were received and were reviewed by a committee of representatives from several City departments. Award recommendations were based on the following categories:

I. Category I - Digital Print and Copy
This category includes standard black/white copies/prints; standard color copies/prints; some oversize black/white/color copies/prints; blueprints and finishing services. A multiple award is recommended so departments may choose based on pricing and convenience:

Alphagraphics	\$60,000
Copy Corner	\$40,000

II. Category II - Offset Printing and High Volume Color Printing
This category includes City letterhead, pre-printed envelopes and business cards. Award is recommended to:

Alphagraphics	\$20,000
---------------	----------

Upon Council approval, staff will issue blanket orders to be used by all City departments throughout the

year.

Budget & Financial Summary: Funds are available and budgeted in each Department for copying and printing services.

Reviewed by Legal: Yes.

Attachments: N/A



Legislation Details (With Text)

File #:	17-0410	Version:	1	Name:	Single Phase Pad Mounted Transformers
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/25/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on the first renewal of the award for the annual purchase of single phase pad-mounted transformers to KBS Electrical Distributors in the amount of \$322,841; which will be maintained in electrical inventory and expended as needed.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Bid 16-082 Signed Single Phase Pad Mount Transformers				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the first renewal of the award for the annual purchase of single phase pad-mounted transformers to KBS Electrical Distributors in the amount of \$322,841; which will be maintained in electrical inventory and expended as needed.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends the renewal of the award to KBS Electrical Distributors, as the overall lowest responsible bidder.

Summary: Twelve (12) sealed competitive bids were received and opened on June 22, 2016. Electric staff evaluated the bids for compliance to the needed specifications. KBS was not the low bidder on line item 4, but was recommended award based on the preference of awarding to a single vendor listed in the bid specifications. This renewal contains vendor requested price increases to each line item, with an overall increase of 9.94%, as allowed by the terms and conditions. This is the first of two possible renewal terms.

Upon Council approval, a blanket order will be issued. The materials will be maintained in the electrical inventory and expended as needed.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Reviewed and Approved by Legal: N/A

Attachments: Signed Renewal Letter



July 20, 2017

ATTN:
Marvin Oldham
KBS Electrical Distributors
P.O. Box 4591
Bryan, TX 77805

RE: Renewal 1 – Bid 16-082
Annual Purchase of Single Phase Pad-Mounted Transformers

Dear Mr. Oldham,

The City of College Station appreciates the services provided by KBS Electrical Distributors., this past year. We would like to exercise our option to renew the above referenced agreement for the term of July 21, 2017 through July 20, 2018.

If this meets with your company's approval, please complete the following renewal agreement and return it no later than Friday, July 21, 2017 via e-mail to hpavelka@cstx.gov or via fax (979-764-3899). ***Please follow up by mailing an original signed copy to my attention at the following address:***

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to Bid 16-082, Annual Purchase of Single Phase Pad-Mounted Transformers, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Three Hundred Twenty Two Thousand Eight Hundred Forty One and No/100 Dollars (\$322,841.75). This includes vendor requested increases to line items as shown on the following page.

I understand this renewal term will be for the period beginning July 21, 2017 through July 20, 2018. This is the second of two possible renewals.

KBS ELECTRICAL DISTRIBUTORS

By: 
Printed Name: MARVIN OLDHAM
Title: SALES
Date: 7-21-17



City of College Station - Purchasing Division
 Bid Tabulation for #16-082 - Renewal 1
 "Annual Purchase of Single Phase Pad-Mounted Transformers"
 Open Date: Tuesday, June 21, 2016 @ 2:00 p.m.

SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery	Unit Price	Renewal 1 Total	% Increase
Item #1 25 KVA Padmount Transformer 240/120 Inventory #285-086-00031	KBS	Central Moloney	40	\$1,325.00	\$53,000.00	8 Weeks	\$1,472.00	\$58,880.00	9.99%
Item #2 37.5 KVA Padmount Transformer 240/120 Inventory #285-086-00059	KBS	Central Moloney	60	\$1,430.00	\$85,800.00	8 Weeks	\$1,587.35	\$95,241.00	9.91%
Item #3 50 KVA Padmount Transformer 240/120 Inventory #285-086-00032	KBS	Central Moloney	20	\$1,612.00	\$32,240.00	8 Weeks	\$1,790.50	\$35,810.00	9.97%
Item #4 50 KVA Padmount Transformer Type II 240/120 Inventory #285-086-00061	KBS	Central Moloney	20	\$1,448.00	\$28,960.00	8 Weeks	\$1,607.00	\$32,140.00	9.89%
Item #5 75 KVA Padmount Transformer 240/120 Inventory #285-086-00033	KBS	Central Moloney	10	\$1,827.00	\$18,270.00	8 Weeks	\$2,028.50	\$20,285.00	9.93%
Item #6 100 KVA Padmount Transformer 240/120 Inventory #285-086-00034	KBS	Central Moloney	25	\$2,174.00	\$54,350.00	8 Weeks	\$2,413.75	\$60,343.75	9.93%
Item #7 167 KVA Padmount Transformer 240/120 Inventory #285-086-00035	KBS	Central Moloney	6	\$3,024.00	\$18,144.00	8 Weeks	\$3,357.00	\$20,142.00	9.92%
Total	KBS				\$290,764.00			\$322,841.75	9.94%



Legislation Details (With Text)

File #:	17-0420	Version:	1	Name:	Repair Clarifier 3A
Type:	Contract	Status:		Status:	Consent Agenda
File created:	7/28/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding ratification of construction contract 17300530 for \$144,503 with Environmental Improvements Inc. to remove, repair, and reinstall the metal equipment inside clarifier 3A at the Carters Creek Wastewater Treatment Plant.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification of construction contract 17300530 for \$144,503 with Environmental Improvements Inc. to remove, repair, and reinstall the metal equipment inside clarifier 3A at the Carters Creek Wastewater Treatment Plant.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation: Staff recommends that Council ratify the contract.

Summary: To protect the health, safety and best welfare of the public, and remain in compliance with TCEQ regulations, City Staff has executed a construction contract with Environmental Improvements Incorporated on an emergency basis, prior to Council approval. This is required to minimize the down-time of clarifier 3A, which is a critical element in the wastewater treatment system at the Carters Creek Wastewater Treatment Plant.

During a routine equipment recoating evolution, crews noticed the structure of the sludge removal equipment, in the center of the clarifier basin, had sunk approximately 4 inches. This is indicative of structural failure under the floor of the basin, and the steel structure must be removed to assess what has failed, and to determine what sub-floor repairs will be required. This contract with EII will first disassemble the sludge rakes, the bridge, the rotating mechanism, and the center column, and then remove all this equipment from the basin. Once removed, it will be taken off site, repaired, and the re-installed when the sub-floor repairs have been completed. This scope of work is reflected in the attached contract for a total of \$144,503.

This contract is exempt from competitive bidding pursuant to LGC 252.022(a)(2), as a procurement necessary to preserve or protect the public health or safety of the municipality's residents. Staff authorized the work to proceed prior to Council approval, to protect the health and welfare of the

public to ensure the proper operation of the wastewater treatment system. To delay the repairs would cause significantly higher risk of violating State discharge permit requirements. For these reasons, staff recommends Council approve the ratification.

Budget & Financial Summary: This contract will be funded using the \$80,000 that remained in the recoating contract, plus a transfer from contingency. Please note, further funds will be required when the sub-floor damage is assessed and repairs are made. A total of \$500,000 has been set aside to fund this work.

Reviewed and approved by Legal: Yes

Attachment:

Contract on file with City Secretary



Legislation Details (With Text)

File #:	17-0421	Version:	1	Name:	FY17/18 Proposed Budget Public Hearing
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/28/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2017-2018 Proposed Budget for Monday September 11, 2017 at 7:00 PM in the City Hall Council Chambers.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2017-2018 Proposed Budget for Monday September 11, 2017 at 7:00 PM in the City Hall Council Chambers.

Recommendation(s): Staff recommends the City Council call a public hearing on the City of College Station FY 2017-2018 Proposed Budget for Monday September 11, 2017 at 7:00 PM in the City Hall Council Chambers.

Summary: State law says that 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.

Budget & Financial Summary: The proposed budget will be available for review.

Review and Approved by Legal: N/A

Attachments:
N/A



Legislation Details (With Text)

File #:	17-0425	Version:	1	Name:	Presentation, possible action and discussion regarding the City of College Station Ground Lease Agreement with From Bastogne to Texas, Inc. They are anticipating a two-story structure of approximately 20,000 Square feet. The group is working with the Col
Type:	Minutes	Status:			Consent Agenda
File created:	7/31/2017	In control:			City Council Regular
On agenda:	8/10/2017	Final action:			
Title:	Presentation, possible action, and discussion regarding the City of College Station Ground Lease Agreement with From Bastogne to Texas, Inc.				
Sponsors:	Kelly Templin				
Indexes:					
Code sections:					
Attachments:	Ground lease with From Bastogne To Texas, Inc.				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the City of College Station Ground Lease Agreement with From Bastogne to Texas, Inc.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance

Recommendation(s): staff recommends approval of the ground lease.

Background & Summary: This is the lease agreement to establish a permanent location for the exhibit, originally established in Bastogne, Belgium commemorating the sacrifice of five Texas Aggies. This item was introduced to the Council several months ago. Consent was given to the City Manager to formalize a lease agreement. This matter has been closely coordinated with the Brazos Valley Veterans Association, in particular General House and Steve Beachy.

They are anticipating a two-story structure of approximately 20,000 Square feet. The group is working with the College of Architecture presently.

Budget & Financial Summary: N/A

Attachments: Ground Lease

**CITY OF COLLEGE STATION
GROUND LEASE AGREEMENT**

by and between

**CITY OF COLLEGE STATION
a Texas Home Rule Municipal Corporation**

and

**FROM BASTOGNE TO TEXAS, INC.
A Texas Non-Profit Corporation**

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EXHIBITS

Exhibit A – Metes and Bounds Survey of Leased Land
Exhibit B – Preliminary Site Plan

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease" or "Lease Agreement" or "Agreement") is effective as of the **27th day of July, 2017**, (the "Effective Date") by and between the **CITY OF COLLEGE STATION** ("Lessor" or "CITY"), a Texas Home-Rule Municipal Corporation, and **FROM BASTOGNE TO TEXAS, INC.**, a Texas non-profit corporation, ("Lessee", or "FBT").

RECITALS

WHEREAS, the City of College Station owns property in the Veterans Park;

WHEREAS, the FBT wishes to lease the land owned by the CITY and to construct and operate a museum, administrative offices and instructional facilities together with other ancillary improvements to support, promote and champion the values of leadership, excellence and selfless service;

WHEREAS, FBT and its purpose is grounded in the core values of Texas A&M University and these same values that not only guide Aggies, but also define generations of Americans who have served and protected our country;

WHEREAS, FBT's mission is to create and present creative, engaging and educational exhibits that bring to life stories of real people whose actions have embodied these values;

WHEREAS, the City has determined that promotion of the leadership, excellence, and selfless service in College Station and the Brazos Valley serves a public purpose and need, and benefits the citizens of the City of College Station; and

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained in this Agreement CITY and FBT agree to the following terms and conditions:

ARTICLE I.
LEASE TERM AND RENTAL.

SECTION 1.1 LEASE OF LAND.

CITY, for a public purpose, under the authority of this Agreement leases to FBT a tract of parkland property (the "Leased Land" or the "Land"), consisting of a certain 0.625 acres (27,209 square feet) tract situated in the Richard Carter Survey, Abstract No. 8 in College Station, Brazos County, Texas, being a portion of Lot 1, Block 1, Veteran's Park And Athletic Complex, recorded in Volume 4168, Page 75 of the Official Public Records of Brazos County, Texas, as set out and described in **Exhibit "A"**, attached and incorporated into this Lease for all purposes. FBT expressly acknowledges that the Leased Land is considered parkland property for all purposes, with the Leased Land being wholly contained in and an integral part of the City of College Station's Veterans Park and Athletic Complex and the Veterans Memorial Park. FBT accepts the Land in its current condition AS IS, WHERE IS, and WITH ALL FAULTS and RESTRICTIONS and acknowledges it has examined the Land. FBT has satisfied itself that no Hazardous Substances (defined in Article XXXII) are on the Leased Land as of the Effective Date of this Lease. FBT has not relied on any representation or warranty by CITY or CITY's representatives, except as otherwise expressly stated in this Lease, regarding the Land, including any warranty or representation relating to value, suitability, fitness for a particular purpose, or condition of the Land.

FBT expressly acknowledges this Lease does not convey to nor establish in FBT any right, title, or interest in CITY'S fee simple title in the Land. By execution of this Lease FBT's sole interest in the Leased Land is that of a leasehold estate.

The "WHEREAS" clauses set forth above are expressly incorporated in and form part of the terms of this Lease Agreement.

SECTION 1.2 TERM.

The term of this Lease commences on the Effective Date and extends for thirty (30) years following the Rent Commencement Date, unless extended in accordance with Section 2.1. The "Rent Commencement Date " is the date which is the first to occur of (a) the ninetieth (90th) day following the date upon which the Initial Improvements (defined in Article V) have been substantially completed, as evidenced by a letter from CITY to FBT confirming that substantial completion has been achieved, or (b) the date upon which FBT takes occupancy of any portion of the Building (defined in Article V) and commences the conduct of its ordinary and customary business.

SECTION 1.3 RENT.

Subject to the Rent Concession provision contained in this Lease, Rental will not accrue or be due or payable to CITY from FBT until the Rent Commencement Date, as defined in Section 1.2. FBT will pay such rental to CITY at the Finance Department located at 1101 Texas Avenue, College Station, Brazos County, Texas, or such other place as CITY may from time to time designate in writing upon not less than thirty (30) days prior notice. Rental will be paid in the following manner:

- (a) The sum of \$26,500.00 per year, payable under the terms and conditions of this Lease, constitutes the "Base Land Rental" for the period from the Rent Commencement Date through ten (10) years after the Rent Commencement Date. The start of the Rent Commencement Date will not, under any circumstances, be delayed more than four (4) years from the Effective Date of this Lease. The Base Land Rental will be paid in advance without demand in monthly installments equivalent to one-twelfth (1/12th) of the Base Land Rental.
- (b) The sum of \$30,400.00 per year, payable under the terms and conditions of this Lease, constitutes the "Base Land Rental" for the period beginning in the eleventh

(11th) year through the twentieth (20th) year after the Rent Commencement Date.

The Base Land Rental will be paid in advance without demand in monthly installments equivalent to one-twelfth (1/12th) of the Base Land Rental.

(c) The sum of \$35,000.00 dollars per year, payable under the terms and conditions of this Lease, constitutes the Base Land Rental for the period beginning in the twenty-first (21st) Rent year after the Rent Commencement Date through the thirtieth (30th) year after the Rent Commencement Date. The Base Land Rental will be paid in advance without demand in monthly installments equivalent to one-twelfth (1/12th) of the Base Land Rental.

(d) If this Lease is renewed as set forth in Section 2.1, the sum of \$40,300.00 dollars per year, payable under the terms and conditions of this Lease, constitutes the Base Land Rental for the period from the start of the thirty-first (31st) year after the Rent Commencement Date through the fortieth (40th) year after the Rent Commencement Date. The Base Land Rental will be paid in advance in monthly installments equivalent to one twelfth (1/12th) of the Base Land Rental.

Rent Concession. CITY agrees to reduce the amount of the Base Monthly Rental to the amount of taxes that would accrue on the land minus any improvements based upon the value of the land as included in the Brazos County certified appraisal records, such agreement subject to and conditioned upon the agreement of FBT to (1) construct, maintain and operate a facility consisting of a minimum of 10,000 sq. ft. for an exhibit gallery, memorial gardens, pathways, administrative offices, parking, and instructional facilities together with other ancillary improvements and (2) convey said facility to CITY at the end of the lease term at no cost and free and clear of all liens and encumbrances. In the event Lessee abandons, vacates or assigns

this Lease prior to the end of the lease term the total amount of the Base Monthly Rental at the rate payable for the deferred period shall thereupon become immediately due and payable for each month for the Rent Concession Period, such amount not intended as a penalty, but as a payment for all Base Monthly Rental which would otherwise have been due and payable during the Rental Deferral Period had CITY not agreed to defer such payment.

SECTION 1.4 EARLY TERMINATION OF LEASE.

FBT may terminate this Lease in advance of the termination date by providing written notice to CITY one hundred eighty (180) days in advance of the termination date. In the event that FBT terminates this Lease prior to the end of the lease term, CITY has the right but not the obligation to purchase the building from FBT for an amount equal to the unpaid principal of the indebtedness secured by the leasehold mortgage plus the down payment on the original leasehold mortgage and the accrued but unpaid interest (to the date of such purchase). If CITY exercises such option the purchase shall be closed within ninety (90) days after such exercise and at such closing the CITY shall pay the aforementioned sums as full compensation for the improvements and FBT's mortgagee shall release any liens upon the property.

FBT agrees CITY is not required to make any expenditure, incur any obligation (other than those expressly set forth in this Lease), or incur any liability of any kind resulting from FBT's financing, ownership, construction, maintenance, operation, or repair of the Land or the Building. It is expressly understood and agreed this is a net lease intended to compensate CITY on an absolute net basis.

SECTION 1.5 ADDITIONAL CONSIDERATION.

In addition to the rental described in Section 1.3, as part of the consideration for this Lease and as additional rent, FBT covenants and agrees to bear, pay, and promptly discharge as they become due and before delinquency all ad valorem taxes, charges, license fees, or similar ordinary or extraordinary charges due and payable during the term of this Lease as a result of this Lease and because of FBT's leasehold estate in the Land. FBT has the right in good faith to contest such taxes, assessments, license fees, or charges and is obligated to pay such contested amount during the contest, plus any penalties and interest imposed if and when the amount is finally determined to be due.

ARTICLE II. **RENEWAL**

SECTION 2.1 OPTION TO RENEW.

FBT may renew this Lease for one (1) term of ten (10) years upon the same terms and conditions as contained in this Lease. Renewal may be exercised by FBT on or before one hundred eighty (180) calendar days prior to the expiration of the then expiring term of this Lease by delivery to CITY of written notice of FBT's election in the manner provided by this Lease.

ARTICLE III. **MORTGAGING THE LEASEHOLD AND THE BUILDING.**

SECTION 3.1 LIMITATIONS ON MORTGAGES.

FBT has the right, at any and from time to time, to mortgage the leasehold estate and the interest in the Building and all other FBT improvements upon the Leased Land by mortgage or trust deed; provided, (a) at the time such mortgage or trust deed is executed FBT has not been notified of any uncured default under this Lease, and (b) no mortgagee or trustee or anyone

claiming by, through or under such mortgagee or trustee has acquired any rights in the Land or rights in the Building other than those of FBT under this Lease, except to the extent this Lease expressly allows. The mortgagee in any such mortgage or trust deed and the owner of the indebtedness secured by such mortgage or trust deed upon acquiring ownership of the leasehold estate to the Leased Land and the Building will become liable for all covenants of FBT under this Lease. No mortgagee or trustee can acquire any rights in the Leased Land or Building except as granted to FBT by the provisions of this Lease. No mortgagee is entitled to enforce any right or remedy contained in this Lease or by law until a photocopy, or an original executed counterpart of such mortgage has been delivered to CITY at the address for notices contained in this Lease, notwithstanding any other form of notice, actual or constructive. If FBT is unable to secure a mortgage for construction of the Initial Improvements within two (2) calendar years after the Effective Date of this Lease, CITY and FBT may by mutual written agreement extend the time period. If the parties fail to do so this Lease will be void and of no further force and effect at 5:00 p.m., two (2) calendar years after the Effective Date.

SECTION 3.2 CONSENT OF MORTGAGEE REQUIRED.

There will not be a cancellation, modification, surrender, or amendment of this Lease by FBT or CITY without the written consent of the mortgagee, if any. Such consent will not be required if the default was caused by the mortgagee and remains uncured.

SECTION 3.3 NOTICE TO AND PERFORMANCE BY MORTGAGEE.

If a mortgagee, before any default has occurred or before cure of a default, has given to CITY written notice, specifying the name and address of mortgagee, CITY must give to each

such mortgagee a copy of each default notice provided to FBT. Such notice will be addressed to such mortgagee at the address last furnished to CITY and provided at the same time as such notice is given by CITY to FBT. No default predicated on the giving of notice will be complete unless a copy of such notice is given to all mortgagees. CITY agrees to accept performance by any mortgagee of any term, covenant, agreement, provision, condition or limitation performed on FBT's behalf as though performed by FBT. CITY agrees the cure or remedy by the mortgagee will be deemed the curing or remedying of the default by FBT. With respect to any default which mortgagee cannot cure until it obtains possession, mortgagee will have a reasonable time after it acquires possession to cure such default, provided it diligently proceeds in good faith to enforce its remedies under its mortgage in order to obtain possession.

SECTION 3.4 MORTGAGEE'S GRACE PERIOD TO CURE DEFAULTS AND TO FILE FORECLOSURE PROCEEDINGS.

CITY will not terminate this Lease or invoke its right to take possession of the Leased Land and Building on the occurrence of an Event of Default (as defined in Section 19.1) under this Lease without first giving the mortgagee, whose address has been delivered to CITY as provided in Section 3.3, sixty (60) calendar days written notice of such Event of Default and allowing such mortgagee the notice period in which to cure the default, such period subject to extension as provided in Section 3.3.

CITY will not terminate this Lease or invoke its right to take possession of the Land and Building so long as mortgagee diligently proceeds in good faith to enforce its foreclosure remedy, or obtains possession without enforcing its foreclosure remedy, and so long and only so long as, such mortgagee fully performs all the obligations of FBT under this Lease within a reasonable time after mortgagee gains possession of the Leased Land and Building including, but not limited to, payment of all rent and any and all other moneys due and payable by FBT.

In the event mortgagee acquires title to the leasehold estate and Building through a foreclosure proceeding, or otherwise, it becomes subrogated to all the rights of FBT under this Lease and as a result:

- (a) FBT will have no further rights under this Lease, and
- (b) Mortgagee will be obligated to assume and perform and expressly agrees to assume and perform all of FBT's obligations and covenants from and after the date of such foreclosure sale as if mortgagee or its assignee was the lessee. CITY and FBT agree mortgagee has no legal liability for events occurring after the date such mortgagee subsequently assigns its interests in this Lease.

SECTION 3.5 RIGHT OF MORTGAGEE TO A NEW LEASE.

As an alternative to the rights and obligations of the mortgagee set forth in Section 3.3 and 3.4, upon receipt by mortgagee of a notice of Event of Default specified in under Section 3.3, if within sixty (60) calendar days after the receipt of notice and continuing thereafter or at any time while mortgagee is diligently proceeding in good faith to enforce its foreclosure remedy in accordance with Section 3.4, mortgagee:

- (a) pays all rent and any and all other moneys due and payable from FBT (but for such default and termination); and
- (b) performs all other obligations of FBT under this Lease to the extent FBT has failed to perform, except with respect to any default which cannot be cured by mortgagee until it obtains possession (mortgagee will have a reasonable time after possession to cure such default, provided, however, such extension of time does not subject CITY to any additional legal liability), CITY will, on written request of mortgagee made at any time within such time period, terminate this Lease and deliver a new lease to mortgagee or its nominee. The

new lease will have a term equal to the remainder of the term of this Lease, and remain at the rent and upon the terms and conditions contained in this Lease, except for provisions which are no longer applicable or have already been performed. The new lease will be subject to the rights of CITY and any other person, firm or entity claiming through or under FBT and any and all matters created or caused by acts or omissions of FBT. The mortgagee must pay all rent due up to and including the date of commencement of the term of the new lease. Mortgagee will have the right to receive a new lease provided mortgagee reimburses CITY for all reasonable expenses, including attorney's fees, incident to the execution and delivery of the new lease, and provided mortgagee has paid to CITY all the rent and other sums, charges, costs and expenses due under this Lease up to and including the date of the commencement of the term of the new lease. CITY has no duty or obligation to deliver physical possession of the Leased Land and Building to mortgagee and mortgagee must take and is responsible for all steps used to remove FBT. CITY agrees to execute documents which, in its sole reasonable discretion, it believes are required to effect and enforce the provisions of this section.

SECTION 3.6 FORECLOSURE OF LEASEHOLD LIEN.

No mortgagee is entitled to enforce any right or remedy provided in this Lease or by law until a photocopy, facsimile copy or an executed counterpart of the mortgage has been delivered to CITY, regardless of any other form of notice, actual or constructive. Prior to commencement of any action to foreclose a leasehold mortgage, the leasehold mortgagee, or its assigns must

notify CITY in writing of the default by FBT and include a statement of the amount due and offer to withhold any acceleration of maturity of the promissory note, payment of which is secured by the leasehold mortgage, if, within thirty (30) days thereafter, CITY pays to the leasehold mortgagee all amounts then in arrears on the leasehold mortgage in accordance with the terms of such leasehold mortgage. Upon such payment mortgagee must reinstate the leasehold mortgage in all respects as if no default had occurred, such reinstatement to be conditioned upon the continued payment of all sums due under such mortgage in accordance with its terms. CITY may, at its sole option, make such payments on the leasehold mortgage, and the amounts of such payments will be additional rental due from FBT to CITY under this Lease. Subsequent defaults by FBT in making payments required by any leasehold mortgage are subject to this provision each time such default occurs. A judgment foreclosing the leasehold mortgage and the foreclosure sale does not release FBT from any of its prior obligations to CITY under this Lease.

SECTION 3.7 CITY'S OPTION TO PURCHASE MORTGAGE.

If CITY has exercised its option to make payments as described in Section 3.6 and thereafter either it or FBT continues to pay the indebtedness secured by the leasehold mortgage in accordance with its terms, then in addition to its rights under Section 3.6, or FBT has terminated the lease early under Section 1.4 CITY has the right (but not the obligation), exercisable within nine (9) months following its receipt of notice from mortgagee of commencement of action to foreclose the leasehold mortgage as is required by Section 3.6, to purchase the leasehold mortgage from the mortgagee for an amount equal to the unpaid principal of the indebtedness secured by such mortgagee and accrued but unpaid interest (to the date of such purchase) plus all attorneys' fees and other charges due and owing under such leasehold

mortgage. If CITY exercises such option, the purchase shall be closed within sixty (60) days after such exercise and at such closing the leasehold mortgagee shall assign to CITY (or its designee) the leasehold mortgage, the note described in it, and all of the other loan documents securing or guaranteeing such indebtedness.

SECTION 3.8 ESTOPPEL CERTIFICATE.

Upon the written request of any mortgagee or prospective mortgagee or any tenant, prospective tenant, purchaser or prospective purchaser and for the exclusive benefit of such party, CITY will promptly deliver to the requesting party written instrument certifying as to any of the following facts or matters, to the extent such facts are correct and applicable:

- (a) There are no existing defaults under this Lease and this Lease is unmodified and in full force and effect;
- (b) Plans and specifications covering improvements proposed to be constructed on the Leased Land have been approved by or on behalf of the CITY;
- (c) Improvements constructed upon the Leased Land have been completed and have been constructed pursuant to and in compliance with this Lease;
- (d) The actual or projected uses of the Land are permissible under this Lease;
- (e) The date on which the Building was occupied by FBT;
- (f) The amount of the Base Land Rental and the Rent Commencement Date; and
- (g) Other reasonable inquiries of a requesting party.

ARTICLE IV.
RESTRICTIONS ON USE.

SECTION 4.1 USE.

FBT may use and occupy the Leased Land for any lawful public purpose related to the “From Bastogne to Texas” exhibit and future exhibits created to educate future generations through examples of those whose lives have exemplified the core values of leadership, excellence and selfless service, this Lease, and any Covenants and Restrictions. FBT will comply with all applicable federal and state laws and regulations as well as City of College Station Codes and Ordinances relating to its use and occupancy of the Leased Land, the improvements, and the Leased Land’s parkland classification.

SECTION 4.2 COMPLIANCE.

FBT must comply with all ordinances, laws and regulations of all governmental authorities applicable to and as are required for FBT's use of the Leased Land as such ordinances, laws, and regulations are enforced by any governmental authority having jurisdiction with respect to the Leased Land. FBT expressly acknowledges that the Leased Land is considered parkland property for all purposes, with the Leased Land being wholly contained in and an integral part of the City of College Station’s Veterans Park and Athletic Complex and the Veterans Memorial Park. Additionally, FBT shall comply with the CITY’s dedication and development regulations for said Leased Land. FBT expressly understands that any obligation or requirement imposed on CITY or imposed by CITY with respect to the Leased Land by subsequent law or regulation is fully applicable to FBT and FBT will be responsible for such compliance costs to the extent of its leasehold interest. CITY may enforce and apply the Regulations on the Leased Land and to any person in or on the Land, and may authorize CITY officers and commissioned peace officers to provide such enforcement.

ARTICLE V.
IMPROVEMENTS, ALTERATIONS AND ADDITIONS.

SECTION 5.1 PERMISSION TO CONSTRUCT.

FBT, at FBT's sole cost and expense agrees to construct upon the Leased Land a building ("Building") and any auxiliary structures, parking areas, signage, memorial gardens, pathways and other facilities as required (collectively, the "Initial Improvements"). A preliminary depiction of the site plan layout is attached as **Exhibit "B"**. FBT also has the right to develop the remaining Leased Land in accordance with general plans and specifications reviewed by CITY, subject to the express written approval of CITY at the time of any additional construction on the Lease Land. Written approval or notice of disapproval of FBT's plans and specifications will be provided by CITY, through its City Manager, no later than sixty (60) calendar days after submission by FBT. If CITY rejects such plans and specifications notice must be in writing and set forth with specificity the reasons for rejection, whereupon FBT, at FBT's option may resubmit or terminate this Lease. If CITY fails to respond within such sixty (60) day period, the plans shall be deemed approved. All improvements must be constructed substantially in accordance with the plans and specifications and in compliance with the Covenants and restrictions and City of College Station Codes and Ordinances. For purposes of this Lease, "plans and specifications" means a site plan reflecting the location and configuration of the improvements, the elevations of the improvements, exterior colors and materials, exterior lighting and landscaping.

Any and all improvements must be constructed in accordance with the following "Construction Standards": (i) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), (ii) the Texas Architectural Barriers Act (Texas Government Code Ch. 469), (iii) all City of College Station Codes and Ordinances, as amended, and (iv) all other regulations promulgated thereunder. Furthermore all such work must be performed without cost, expense or other liability to CITY and in a good and workmanlike manner in accordance with good industry practice for

the type of work in question, substantially in accordance with the approved plans and specifications and in accordance with all City of College Station Codes and Ordinances. All work must be performed by FBT's contractors, subcontractors or agents and at the sole cost and risk of FBT. FBT will pay all architectural and engineering fees, for any permits, if any, and/or for licenses, if any, and all other costs and expenses associated with the work. All such work shall be done in compliance with the Adopted Building Code, and other laws or regulations of governmental authorities having jurisdiction. No work will be commenced until all licenses, permits, and authorizations required by all governmental authorities having jurisdiction have been obtained.

FBT must maintain in force and effect the insurance coverage required in Article XII with respect to the type of construction or work in question. After commencement, such work shall be prosecuted with due diligence to its completion. All improvements to the Leased Land must be designed, constructed, maintained and operated in accordance with (i) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), (ii) the Texas Architectural Barriers Act (Texas Government Code Ch. 469), (iii) all City of College Station Codes and Ordinances, as amended, and (iv) all other regulations promulgated thereunder.

SECTION 5.2 CONSTRUCTION TIMETABLE.

Upon execution of this Lease, FBT must, to the extent it has not already done so, commence planning and preparations for the construction of the Building and related improvements on the Leased Land and complete construction of the Building as expeditiously as good business practices permit. Such construction must be completed on or before the fifth (5th)

anniversary of the Effective Date of this Lease, unless CITY and FBT mutually agree by written agreement to extend the construction time period.

SECTION 5.3 CONSTRUCTION DELAYS.

If construction is delayed because of changes, deletions, additions in construction requirements or delays in approvals by CITY regarding plans and specifications, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control, or other causes beyond the control of FBT, the construction time period will be extended for the amount of time construction is delayed. Failure to timely complete such construction will be deemed by CITY to be an Event of Default.

SECTION 5.4 OWNERSHIP OF BUILDING AND RIGHT OF REVERSION.

So long as this Lease or any substitute lease under Section 3.5 remains in force, any building, structure and other improvements constructed by FBT on the Leased Land will be owned by FBT or its permitted successors and assigns under this Lease. Subject to the provisions of Article XXI, all buildings, structures and improvements constructed by FBT on the Leased Land revert to and become the property of the CITY immediately upon the termination of this Lease by lapse of time, default or otherwise, except in connection with a termination resulting in a new lease as provided in Section 3.5 or early termination as provided in Section 1.4.

ARTICLE VI. **COVENANTS AND RESTRICTIONS.**

SECTION 6.1 COVENANTS AND RESTRICTIONS.

FBT must improve and use the Land subject to any validly filed and binding covenants and restrictions filed on the underlying real property in the Brazos County Real Property Records.

ARTICLE VII.
REPAIR AND MAINTENANCE.

SECTION 7.1 REPAIR AND MAINTENANCE.

FBT, at FBT's own cost and expense and without contribution by CITY, must keep and maintain the Building and other improvements erected on the Leased Land, in good order and repair, reasonable wear and tear excepted (the provisions of this section are subject to the other provisions of this Lease regarding casualty and condemnation). Without limiting the preceding sentence, FBT shall keep the Land free from all trash and rubbish and shall cause the Building to be maintained in a manner which causes it to appear in a neat, clean, and attractive condition, reasonably commensurate with the appearance of buildings in the Veteran's Park area. FBT must also keep and maintain the grounds, sidewalks, access roadways, parking and landscaped areas on the Leased Land in good order and repair and in substantial conformity with Veterans Park and Athletic Complex and Veterans Memorial Park rules and regulations, and City Code.

SECTION 7.2 COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

FBT must comply with all federal and state statutes, ordinances, laws and regulations applicable to the Leased Land, the improvements, or any activity or condition on the Leased Land.

SECTION 7.3 WASTE

FBT will not commit or permit waste upon the Leased Land other than to the extent necessary for the removal of any buildings or improvements on the Leased Land for the purpose of constructing and erecting the Building and other improvements.

SECTION 7.4 DESTRUCTION.

If there is a partial or total destruction of the Building on the Leased Land from any cause, the Building and Leased Land must be restored to a safe condition and FBT, at FBT's sole option and cost, must either:

- (a) Diligently restore and rehabilitate the Building and improvements and pay the cost of such restoration and rehabilitation. If FBT elects to re-build, CITY, in its sole discretion, has the option to reduce rentals during such period of reconstruction; if CITY does not agree to such reduction in writing, there will be no abatement of rental under this Lease (it is FBT's responsibility to obtain business interruption insurance to insure against this risk);
- (b) Within ninety (90) calendar days after such destruction notify CITY of FBT'S election to terminate this Lease and surrender the Leased Land to CITY. In such event FBT must (1) promptly remove all buildings, excluding sidewalks and paved areas, from the Leased Land; (2) restore the Land as nearly as possible to the condition existing prior to the construction of the Building, except usable improvements may remain; (3) execute, acknowledge and deliver to CITY any documents necessary conveying to CITY all rights and interests granted by this Lease to FBT; and (4) redeliver the Land to CITY in a neat and clean condition and (5) tender to CITY all rentals that would have been due had the rental not been reduced under this Lease. In the event FBT elects under this section, all proceeds of insurance will remain the sole property of FBT.

Notwithstanding such termination, FBT must fully perform any obligation under this Lease (except the obligation of restoring and rehabilitating the Building and improvements if FBT

adopts option (b) of this section) relating to an event occurring or circumstances existing prior to the date of termination of this Lease, including the payment of any taxes, assessments, or any charges which FBT is obligated to pay under the terms of this Lease which may be a lien upon the Land at the date of termination.

ARTICLE VIII.
UTILITIES AND OTHER SERVICES.

SECTION 8.1 PROVISIONS FOR SERVICE.

FBT will pay all costs of installation of any utilities needed to provide service to the leased land.

ARTICLE IX.
UTILITY EASEMENTS AND IMPROVEMENTS.

SECTION 9.1 RIGHT TO ENTER.

CITY expressly reserves the right to enter upon the Land for the purposes of installing, using, maintaining, renewing and replacing such underground water, sewer and other pipe lines and electric, power and other lines and conduits as CITY may deem desirable in connection with the development or use of any other property in the neighborhood of the Land. Such entry and work will not interfere with FBT's use and development of the Land and any building, structure or improvements. In the event this right is exercised, CITY must restore the Land and improvements including landscaping to its original condition. CITY agrees it will give FBT ten (10) business day's prior written notice of entry upon the Land, indicating the time and location of such work and the expected date of completion. However, CITY has the right to enter upon the Leased Land in the event of an emergency. CITY agrees to use best efforts to inform FBT

of any emergency requiring immediate action by CITY. Prior to the execution of this Lease, FBT will prepare a survey of the Leased Land depicting all easements, utility lines, and existing above ground and below ground fixtures.

SECTION 9.2 SERVICE EASEMENTS.

CITY has no obligation to pay any costs or expenses in connection with the installation or operation of facilities, or any utility services.

ARTICLE X. **MECHANICS' AND OTHER LIENS.**

SECTION 10.1 MECHANICS' AND OTHER LIENS.

FBT covenants and agrees to keep all of the Leased Land and the Building and other improvements free and clear of any mechanics', materialmen's, and other liens for labor or services performed, materials used or furnished or to be used on Leased Land in connection with any operations of FBT, any alteration, improvement or repairs or additions which FBT may make or cause to be made, or any work or construction, by, for or permitted by FBT on the Leased Land. FBT must promptly and fully pay and discharge any and all claims upon which any such lien may or could be based, and will save and hold CITY and all of the Land, the Building and improvements free and harmless from any and all such liens and claims of liens and suits or other proceeding.

SECTION 10.2 INTEREST OF CITY.

No mechanics' or materialmen's liens, or mortgages, or deeds of trust (other than mortgages on FBT's interest in the leasehold estate) or other liens of any character whatsoever created or suffered by FBT will to any extent, affect the future interests or rights of CITY in the

Building or other improvements on the Leased Land, or attach to or affect its title to or rights in the Leased Land, except as might be specifically provided under the terms and conditions of this Lease.

SECTION 10.3 CONTESTING CLAIMS.

FBT is not required to immediately pay or discharge any mechanics' or other lien so long as FBT in good faith proceeds to contest such lien by appropriate proceedings. FBT must give notice in writing to CITY of FBT's intention to contest the validity of such lien and agrees to indemnify and hold CITY harmless from all liability for damages and expenses. FBT must bond around such lien in accordance with the provisions of the Texas Property Code.

ARTICLE XI. INDEMNITY AND RELEASE.

SECTION 11.1 INDEMNIFICATION OF CITY.

FBT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS COUNCIL, 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 ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE LEASED LAND AND ACTIVITIES OF FBT, ITS BOARD, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, OCCUPIERS, SUBTENANTS, AND VISITORS.

SECTION 11.2 RELEASE OF CITY.

FBT ASSUMES FULL RESPONSIBILITY FOR THE ACTIVITIES TO BE PERFORMED AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS COUNCIL, 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 THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE LEASED LAND, THE BUILDING, IMPROVEMENTS PLACED OR BUILT UPON THE LEASED LAND, OR FBT'S ACTIVITIES. 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, FBT, OR ANY THIRD PARTY.

**ARTICLE XII.
INSURANCE**

SECTION 12.1 FIRE AND EXTENDED COVERAGE.

FBT shall, at FBT's sole expense, obtain and keep in force during the term of this Lease fire and extended coverage insurance on the Building and improvements placed or built upon the Leased Land. The amount of such insurance must not be less than eighty percent (80%) of the actual cash value of such building and improvements. FBT is responsible for the twenty percent (20%) coinsurance payment portion until the improvements are conveyed to CITY in fee simple.

FBT waives as against CITY any and all claims and demands, of whatsoever nature, for damages, loss or injury to the Building and improvements and to the personal property of FBT in, upon or about the Leased Land which may be caused by or resulting from fire and/or other casualty.

FBT must also obtain and keep in force during the term of this Lease general liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and \$2,000,000.00 annual aggregate, and insurance on all boilers and other pressure vessels, whether fired or unfired, located in the Leased Land in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). All insurance must provide coverage to insure the performance by FBT of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in this Lease Agreement. Policies shall contain an endorsement naming the CITY as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain. 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.

SECTION 12.2 DETERMINATION OF LIMITS

CITY's Risk Manager will recommend property coverage and minimum limits of insurance on the structure built on the property leased under this ground lease. In the event either party deems at any time the limits of any insurance to be either excessive or insufficient, the parties will agree upon proper and reasonable limits for such insurance. If the parties are unable to agree upon reasonable limits for such insurance, the insurance may be increased but in no event more than the lesser of the following:

- (1) up to an additional \$ 5,000,000 in amount:
- (2) up to the amount of liability insurance then being required for other CITY buildings; or,
- (3) up to but not to exceed an amount which would trigger any excess or umbrella coverage requirements.

SECTION 12.3 PARTIES COVERED.

CITY will be named as an additional insured on FBT's commercial general liability insurance to the extent of FBT's indemnification obligations under this Lease. The fire and extended coverage insurance must contain a standard mortgage clause naming the leasehold mortgagee, if any. Any loss adjustment requires the written consent of CITY, FBT, and the leasehold mortgagee, if any. 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 and leasehold mortgagee, if any. Upon the issuance or update of a policy, each policy or a duplicate of such policy or a certificate of insurance must be delivered to CITY and the leasehold mortgagee, if any.

ARTICLE XIII.

TAXES.

SECTION 13.1 TAX LIABILITY.

CITY and FBT acknowledge the Leased Land is presently tax exempt city parkland property. FBT expressly agrees with regard to any taxes assessed, FBT shall, as further consideration for this Lease:

- (a) pay and discharge any such Taxes each calendar year (or portion of such year) of this Lease. The term "Taxes" refers to all taxes, and assessments, upon the Land

impositions, levies, charges, excises, fees, licenses and other sums (whether now existing or hereafter arising, whether foreseen or unforeseen and whether under the present system of real estate taxation or some other system or substitute system of real estate taxation), which during the term of this Lease are levied, assessed, charged or imposed by any governmental authority or other taxing authority or accrue on the Leased Land and any improvements or other property on the Leased Land, whether belonging to CITY or FBT, or to which FBT or CITY may become liable in relation to such improvements or other property because of FBT's activities. The term "Taxes" also includes all penalties, interest and other charges payable by reason of any delay, failure or refusal of FBT to make timely tax payments; and

- (b) assume all liability for any and all Taxes, together with any interest, penalties or other sums imposed, and from any sale or other proceeding to enforce payment of such Taxes; and
- (c) pay all Taxes directly to the applicable taxing authority not less than fifteen (15) calendar days prior to the date of delinquency.

Nothing in this Lease limits FBT's ability to protest tax assessments.

ARTICLE XIV. **ASSIGNMENT AND SUBLEASE.**

SECTION 14.1 ASSIGNMENT.

- (a) Voluntary Assignment - Except for a leasehold mortgage permitted by this Lease FBT agrees not to sell, assign or transfer any part, portion, or interest in this Lease, without first obtaining the written consent of CITY. In granting or denying such consent, CITY may consider, among other factors, the proposed assignee's

character, financial qualifications, business reputation, and experience in operating similar non-profit projects. If consent is given, no subsequent sale, assignment or transfer will be entered into by FBT or FBT's assignee without again obtaining the written consent of CITY in accordance with this section. If FBT desires to sell, assign, or transfer any part, portion, or interest in this Lease under this section, FBT must give written notice to CITY. FBT must provide, in writing, the name of the proposed assignee along with reasonable documentation that such person or entity has the requisite financial stability and business experience to fulfill the obligations of this Lease. CITY, upon receipt of such documentation will advise FBT in writing within sixty (60) days thereafter whether CITY consents to such proposed transfer and, if CITY does not consent, CITY shall specify the reasons why it does not consent. If CITY fails to respond within the sixty (60) day period, FBT must give CITY a second notice requesting consent (such notice shall be marked "SECOND NOTICE, FAILURE TO RESPOND RESULTS IN APPROVAL OF TRANSFER OF LEASE"). If CITY fails to approve or disapprove the proposed transfer within thirty (30) business days following such second notice, CITY will be deemed to have consented to the proposed sale, assignment, or transfer.

- (b) Involuntary - Without limiting the preceding paragraph, FBT covenants and agrees if any proceeding under bankruptcy laws is commenced by or against FBT, and, if against FBT, such proceeding is not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, plan, or reorganization, or in the event FBT is adjudged insolvent or makes an assignment

to FBT's creditors, or if a writ of attachment or execution is levied on the leasehold estate and is not released or satisfied within forty-five (45) calendar days, or if a receiver is appointed in any proceeding or action to which FBT is a party, with authority to take possession or control of the Leased Land or the business conducted by FBT, and such receiver is not discharged within a period of forty-five (45) calendar days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding paragraph will be deemed to constitute a breach of this Lease by FBT.

SECTION 14.2 PAYMENT OF DEFERRED RENT:

In the event of either a voluntary or involuntary assignment as specified herein, all deferred rentals shall become immediately due and owing and all rental deferral shall terminate. Any assignee shall pay the rental specified in Section 1.3 of this Lease. Additionally, all rents that have been deferred under Section 1.3 of this Lease shall be paid to CITY before any such assignment is approved.

SECTION 14.3 RELEASE OF FBT's LIABILITY.

If an assignment is made by FBT or any successor of FBT after complying with the conditions set forth in Section 14.1 and full payment of all outstanding indebtedness owed to CITY is made, the assignee will be subject to the same terms and conditions as to future assignments, and to all the covenants, agreements, provisions and conditions contained in this Lease, and FBT or any successor so assigning and conveying will thereafter be forever released and discharged from this Lease and from the agreements and covenants contained in this Lease.

SECTION 14.4 SUBLEASE.

FBT may not sublease space in the Building and the other improvements upon the Land.

**ARTICLE XV.
WAIVER**

SECTION 15.1 LIMITATIONS OF WAIVER.

No waiver by a party of any default or breach of any covenant, condition, or term of this Lease will be treated as a waiver of any subsequent or continuing default or breach under the Lease. None of the covenants, terms or conditions of the Lease can be waived except by written consent of CITY.

**ARTICLE XVI.
INSPECTION OF LAND**

SECTION 16.1 RIGHT OF CITY TO INSPECT.

CITY is entitled at all reasonable times to go on the Leased Land for the purposes of inspecting the Land and the Building. Such inspections will be conducted by or under the direction of the City Manager with due regard for the rights of tenants in possession. Inspections will address performance by FBT of the terms and conditions of this Lease.

**ARTICLE XVII.
CITY'S DEFENSE OF ACTIONS**

SECTION 17.1 RIGHT TO DEFEND.

If FBT is required to defend any action or proceeding to which CITY is made a party, CITY is entitled, at its election and at its cost and expense, to appear, defend or otherwise take part in the matter involved through counsel of its own choosing, provided such action by CITY

does not limit or void the liability of any insurer of FBT or CITY with respect to the claim or matter in question.

ARTICLE XVIII.
NO GENERAL OBLIGATION,
PRIVILEGES AND IMMUNITIES

SECTION 18.1 LIMITATIONS ON CITY's OBLIGATION.

It is understood and agreed no term or condition of this Lease will be construed to create or establish any general financial obligation for a deficiency judgment against the CITY.

SECTION 18.2 PRIVILEGES AND IMMUNITIES.

Nothing in this agreement waives or relinquishes CITY's right to claim such exemptions, privileges, and immunities or limitations as to damages which by law it is entitled as a political subdivision of the State of Texas.

ARTICLE XIX.
DEFAULT PROVISIONS.

SECTION 19.1 EVENTS OF DEFAULT.

The following events are expressly established as "Events of Default":

- (a) The failure of FBT to pay any installment of the Base Land Rental, Taxes, materialmen's lien's, or any other payments or deposits of money when due or otherwise and the continuance of such failure for a period of time fifteen (15) calendar days after notice in writing;
- (b) The failure of FBT to perform any of the other covenants, conditions, and agreements of this Lease to be performed by FBT, and the continuance of such failure for a period of sixty (60) calendar days after notice in writing from CITY

to FBT. Such notice will specify in detail FBT's failure to perform any of the covenants, conditions and agreements. With respect to any default which cannot be cured within sixty (60) calendar days, if FBT, or any person holding by, through or under FBT, in good faith, after receipt for such written notice promptly commences and thereafter continues to diligently prosecute all actions necessary to cure such default, such delay will not be a default.

- (c) (i) The filing of an application by FBT for a consent to the appointment of a receiver, trustee or liquidator of its business or of all of its assets, (ii) the filing by FBT of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due, (iii) the making by FBT of a general assignment for the benefit of creditors, (iv) the filing by FBT of an answer admitting the material allegations of or its consenting to, or default in answering, a petition filed against it in any bankruptcy proceedings; and
- (d) The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating FBT a bankrupt, or appointing a receiver, trustee or liquidator of its business or all its assets, and such order, judgment or decree continuing unstayed and in effect for any period of sixty (60) calendar consecutive days.

SECTION 19.2 REMEDIES IN CASE OF DEFAULT.

CITY, at its sole option, may treat any one or more of the Events of Default defined in Section 19.1 as a breach of this Lease. Upon serving written notice by certified mail on FBT, at FBT's last known address, (such notice not to be effective unless served on both FBT and FBT's

mortgagee, if any), CITY will have, subject to the provisions of Article III, in addition to all other remedies provided by law, one or more of the following remedies:

- (a) CITY may terminate this Lease, and in such event CITY may repossess the Leased Land and Building and be entitled to recover as damages a sum of money equal to the present Base Land Rental as if it had not been reduced under Section 1.3, and other sums of money and damages due from FBT for the balance of the stated term of this Lease less the fair market rental value of the Leased Land and the fair market value of the Building.
- (b) CITY may terminate FBT's right of possession and may repossess the Leased Land and Building by forcible entry and detainer suit or otherwise, without demand or notice of any kind to FBT except as expressly provided in this Lease and without terminating this Lease. In such event CITY may, but is not obligated to, relet all or any part of the un-rented net rentable area for such rent and upon such terms as are satisfactory to CITY (including the right to relet the un-rented net rentable areas for the term greater or less than that remaining under the stated term of this Lease). CITY, has the right to relet the Leased Land and Building as a part of a larger area and the right to change the character or use made of the Land. For the purpose of reletting, CITY may make any repairs, changes, alterations or additions as may be necessary or convenient.
- (c) CITY will take possession of the Land, including all improvements subject to the tenant leases, and continue to pay or fully discharge any mortgages, outstanding loans or obligations. In such event CITY will be the sole possessor and owner of

the real property and all improvements free of any encumbrances of this Lease, save and except the mortgage, if any.

Upon termination of this Lease, or upon the termination of FBT's right of possession, whether by lapse of time or as a result of default, FBT will surrender possession of the Land and Building to CITY and remove all of FBT's and of FBT's affiliate companies personal effects, and if such possession is not immediately surrendered, CITY may re-enter the Land and Building and remove FBT and its affiliate companies, using such force as may be necessary without being deemed guilty of trespass or forcible entry or detainer.

All rents that have been deferred under Section 1.3 of this Lease upon the assignment shall become immediately due and owing.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.1 QUIET ENJOYMENT.

CITY agrees FBT, upon paying the rent and performing all the covenants and conditions of this Lease, may lawfully and quietly occupy the Land during the term of this Lease without hindrance or molestation by CITY or any persons claiming under CITY. CITY represents it has the right to execute this Lease for the full term granted.

ARTICLE XXI. FIXTURES.

SECTION 21.1 RIGHT TO REMOVE.

FBT may at any time when FBT is not in default, and upon termination of this Lease by the running of time, remove from the Leased Land any of FBT's fixtures or equipment whether or not such fixtures are fastened to the Building or other improvements located upon the Leased

Land. A "fixture" for these purposes is defined as personal property and business equipment used in FBT's business, but not so attached or integrated into the Land and Building as to become a part of such Land or Building. Regardless of the manner in which such fixtures are fastened, under no circumstances can any fixture be removed without CITY's written consent, if (a) such fixtures or equipment are used in the operation of the Building or improvements upon the Leased Land, or (b) the removal would result in impairing the structural strength of the Building or improvements upon the Leased Land. FBT must fully repair any damage occasioned by the removal of such fixtures and leave the Building and improvements in good, clean and neat condition subject only to ordinary wear and tear, and damage by fire or other casualty excepted.

ARTICLE XXII.
RECORDATION OF LEASE

SECTION 22.1 RECORDING.

This Lease must be recorded in the official records of Brazos County, Texas, in order for constructive notice to be given to any third party entering into any contract with FBT, or FBT's assigns for financing or construction of improvements to be located on the Leased Land, and to any other party claiming under a third party, that CITY has no liability for the satisfaction of any claims of any nature arising out of a contract with FBT. Recordation will be at the sole cost of FBT.

ARTICLE XXIII.
TIME OF THE ESSENCE

SECTION 23.1 TIME OF THE ESSENCE.

Time is of the essence in each and every covenant, term, condition and provision of this Lease.

ARTICLE XXIV.
NOTICE

SECTION 24.1 METHOD OF GIVING NOTICE

Any notice given under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom notice is to be given as designated by such party in writing. Notice is deemed to have been given upon the third (3rd) day after such mailing.

If to CITY: City Manager
 1101 Texas Avenue
 College Station, Texas 77840

with copies to: City Attorney
 1101 Texas Avenue
 College Station, Texas 77840

If to FBT: Chairman of the Board
 P.O. Box 794
 College Station, TX 77841
 aggiesgotowar@gmail.com

ARTICLE XXV.
REMEDIES CUMULATIVE.

SECTION 25.1 REMEDIES CUMULATIVE.

All remedies conferred upon either party are cumulative and not exclusive of any other.

ARTICLE XXVI.
LEASE CONSTRUCTION, APPLICABLE LAW, AND VENUE

SECTION 26.1 CONSTRUCTION OF LEASE.

The language in all parts of this Lease will be construed as a whole according to its fair meaning and neither strictly for nor against either CITY or FBT.

SECTION 26.2 APPLICABLE LAW.

This Lease is construed in accordance with the laws of the State of Texas.

SECTION 26.3 VENUE.

Any dispute arising with regard to interpretation of this Lease is subject to the jurisdiction of the courts in Brazos County, Texas, and this agreement is deemed fully performable in Brazos County, Texas.

**ARTICLE XXVII.
MEANING OF TERMS.**

SECTION 27.1 GENDER AND NUMBER.

Whenever the context requires, the neuter gender includes the masculine and feminine, and the singular number includes the plural.

**ARTICLE XXVIII.
BENEFIT**

SECTION 28.1 BENEFIT.

This Agreement is binding upon and inures to the benefit of the parties and their successors, assigns and legal representatives.

**ARTICLE XXIX.
Intentionally Omitted**

**ARTICLE XXX.
CONDEMNATION**

SECTION 30.1 CONDEMNATION.

- (a) If, at any time during the term of this Lease, all or substantially all of the Leased Land is taken in condemnation proceedings or by any right of eminent domain,

this Lease will terminate on the date of such taking and the Base Land Rental will be apportioned and paid to the date of such taking. For purposes of this Section "substantially all of the Leased Land" means, in the reasonable judgment of FBT and the holder of any leasehold mortgage, the untaken portion cannot be practically and economically used or converted for use by FBT for the purposes for which the Leased Land was being used immediately prior to such taking. In the event of any such taking and the termination of this Lease, any condemnation award will be distributed first to discharge any balance owing to the holder of any leasehold mortgage if any, and second, to CITY and FBT as follows:

- (i) CITY is entitled to receive such portion of any award or awards which present compensation for the value of the Land, or the part taken, exclusive of the value of the then existing buildings and other improvements, and such portion of any award or awards with interest, if any, paid by the condemning authority representing consequential damages, if any, to the portion of the Land not taken. If such condemnation occurs during the last five (5) years of the primary term of this Lease, CITY will also be entitled to an amount based upon CITY's reversionary interest in the Building and other improvements taken. Provided however, compensation for such reversionary interest will not diminish the award payable to FBT.
- (ii) FBT is entitled to receive the balance of such award or awards (including compensation for, loss of the leasehold estate, any building or other

improvements or any portion taken and damages, if any, to the parts of any building and other improvements not taken).

- (b) In the event of any taking of less than all or substantially all of the Leased Land, the term of this Lease will not be reduced or affected in any way, and
 - (i) The award, if required by the holder of any leasehold mortgage, will be deposited with such leasehold mortgagee, and, to the extent required by such leasehold mortgagee, applied to reduce the balance then owing the leasehold mortgagee, and the balance will be disbursed for payment of restoration, repair and refurbishment of the Building in accordance with requirements of the leasehold mortgagee. Otherwise, any award must be paid to FBT directly to complete any required restoration, repair or refurbishment, and all or any portion of such award not so used will be distributed as set forth in (a)(i) and (ii) of this Section.
 - (ii) FBT must proceed promptly to repair and restore the remaining part of the Building to a functional unit, resembling as closely as possible, the Building prior to the partial taking; and
 - (iii) The Base Land Rental for the balance of this Lease will be reduced, effective as of the date of the partial taking, so that the Base Land Rental thereafter payable by FBT to CITY will be an amount equal to the result obtained by the multiplication of the Base Land Rental which would otherwise be payable to CITY under the terms of this Lease times a fraction, the numerator of which is the number of square feet of Land covered by this Lease remaining after the taking, and the denominator of

which is the number of square feet of Land covered by this Lease immediately prior to such taking.

- (c) FBT, CITY, and the holder of any leasehold mortgage, if any, each has the right, at its own expense, to appear in any condemnation proceedings and to participate in any and all hearings, trials and appeals.

ARTICLE XXXI. NON-MERGER

SECTION 31.1 NON-MERGER.

Fee title in the tract of Land described in Article 1., Section 1. of this Lease and the leasehold estate created by this Lease may, at some point in time, be held by the same party. However, it is expressly agreed there will be no merger of the leasehold estate with the fee estate unless the common owner of the fee and the leasehold estate, and the leasehold mortgagee, if any, execute and file for record in the Official Records of Brazos County, Texas, a document expressly providing for the merger of such estates. Except as amended, this Lease will remain in full force and effect.

ARTICLE XXXII. ENVIRONMENTAL ASSURANCES

SECTION 32.1 ENVIRONMENTAL ASSURANCES.

CITY represents neither CITY nor, to CITY's actual knowledge, any third party has ever released, stored or disposed of on-site any hazardous, toxic and/or nuclear material, waste or other substances considered hazardous, toxic or nuclear by any governmental or quasi-governmental agency ("Hazardous Substances") on or about the Leased Land, and to CITY's actual knowledge, the Land has never been used for or in connection with the generation, manufacture, management, sending off-site, release or disposal onsite, storage or other

production of any hazardous, toxic and/or nuclear material, waste or hazardous substances. To CITY's actual knowledge, the Land is not the subject of any actual or any contingent environmental liabilities and/or litigation and the Leased Land is not threatened by, nor is CITY aware of any pending environmental litigation, including response actions by the government or private parties and there are no environmental liens or super fund liens affecting the Land or any portion of it.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate to be effective as of the date first written above.

CITY OF COLLEGE STATION

BY: _____
Karl Mooney, Mayor

ATTEST:

City Secretary

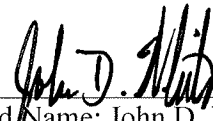
APPROVED:

Kelly Templin, City Manager

City Attorney

Assistant City Manager / CFO

FROM BASTOGNE TO TEXAS, INC.

BY:  _____
Printed Name: John D. White
Title: Chairman of the Board

After Recordation Return To:

**City Attorney's Office
City of College Station
1101 Texas Avenue
College Station, TX 77842**

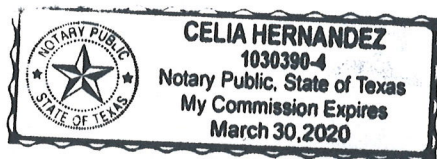
STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public, for the State of Texas, on this day personally appeared KARL MOONEY, Mayor, City of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed it for purposes and consideration therein expressed, and in the capacity stated, in such instrument.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

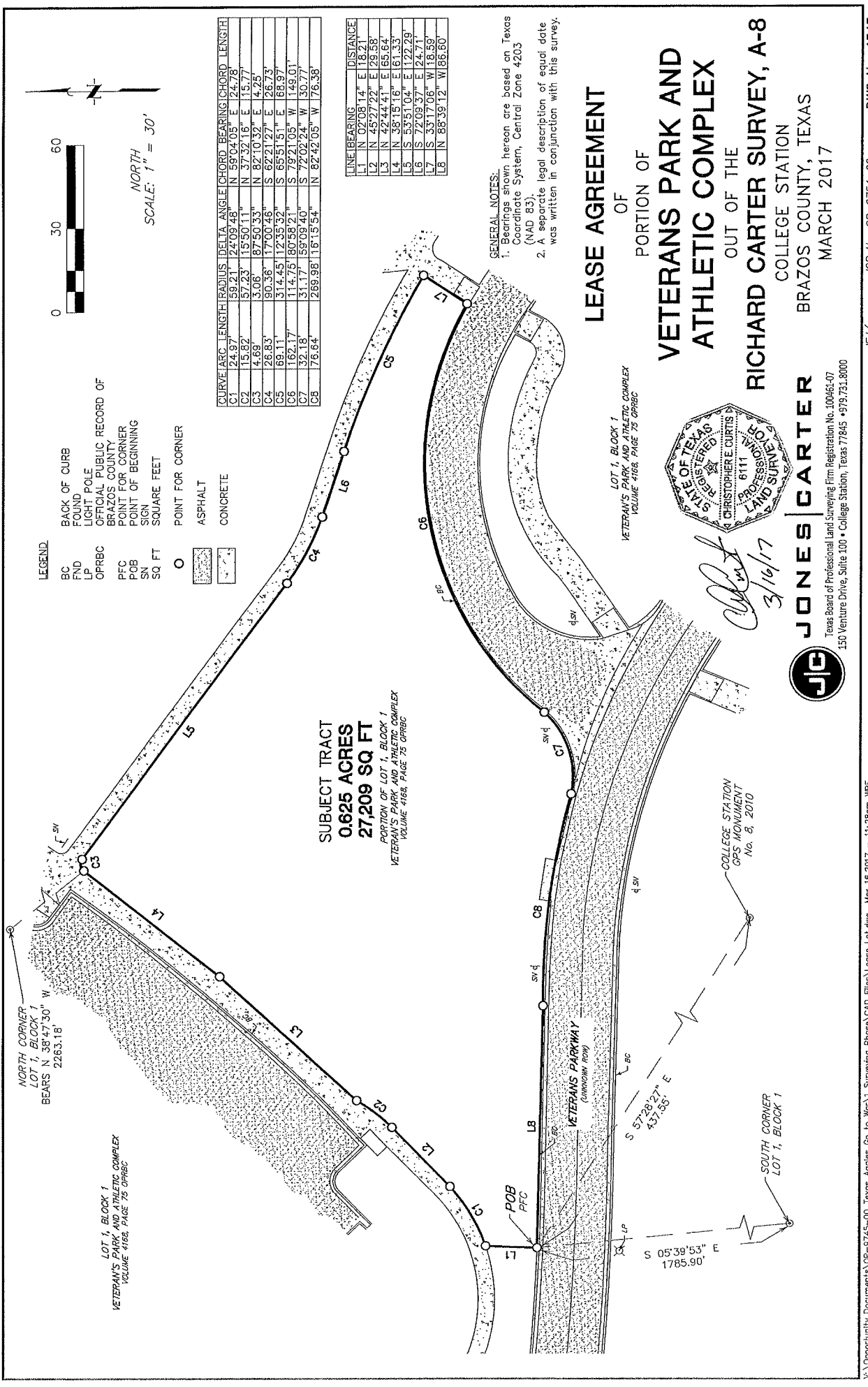
BEFORE ME, the undersigned authority, a Notary Public, for the State of Texas, on this day personally appeared JOHN D. WHITE as Chairman of the Board, of FROM BASTOGNE TO TEXAS, INC. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed it for purposes and consideration therein expressed, and in the capacity stated, in such instrument.



Celia Hernandez
Notary Public in and for the
State of Texas

EXHIBIT “A”

METES AND BOUNDS OF THE LEASED LAND



LEGEND

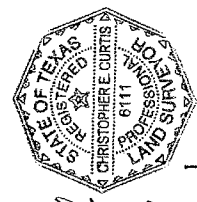
- BC BACK OF CURB
- FND FOUND
- LP LIGHT POLE
- OPRBC OFFICIAL PUBLIC RECORD OF BRAZOS COUNTY
- PFC POINT FOR CORNER
- POB POINT OF BEGINNING
- SN SIGN
- SQ FT SQUARE FEET
- O POINT FOR CORNER
- ASPHALT
- CONCRETE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	24.97'	59.21'	24°09'48"	N 59°04'05" E	24.78'
C2	15.82'	57.23'	15°50'11"	N 37°32'16" E	15.77'
C3	4.69'	3.06'	87°50'33"	N 82°10'32" E	4.25'
C4	26.83'	90.36'	17°00'46"	S 62°21'27" E	26.73'
C5	69.11'	314.45'	12°35'32"	S 65°51'51" E	68.97'
C6	162.17'	114.75'	80°58'21"	S 79°21'05" W	149.01'
C7	32.18'	31.17'	59°08'40"	S 72°02'24" W	30.77'
C8	76.64'	269.98'	16°15'54"	N 82°42'05" W	76.38'

LINE	BEARING	DISTANCE
L1	N 02°08'14" E	18.74'
L2	N 45°57'22" E	29.58'
L3	N 42°44'44" E	165.84'
L4	N 38°15'16" E	161.35'
L5	S 53°51'04" E	122.79'
L6	S 72°09'37" E	24.71'
L7	S 33°17'06" W	18.59'
L8	N 88°39'12" W	186.60'

GENERAL NOTES:
1. Bearings shown hereon are based on Texas Coordinate System, Central Zone 4203 (NAD 83).
2. A separate legal description of equal date was written in conjunction with this survey.

LEASE AGREEMENT
OF
PORTION OF
VETERANS PARK AND
ATHLETIC COMPLEX
OUT OF THE
RICHARD CARTER SURVEY, A-8
COLLEGE STATION
BRAZOS COUNTY, TEXAS
MARCH 2017



3/16/17

JONES CARTER
Texas Board of Professional Land Surveying Firm Registration No. 100461-07
150 Venture Drive, Suite 100 • College Station, Texas 77845 • 979.731.8000

Richard Carter Survey
Abstract No. 8

COUNTY OF BRAZOS §

A METES & BOUNDS description of a certain 0.625 acre tract situated in the Richard Carter Survey, Abstract No. 8 in Brazos County, Texas, being a portion of Lot 1, Block 1, Veteran's Park And Athletic Complex, recorded in Volume 4168, Page 75 of the Official Public Records of Brazos County; said 0.625 acre tract being more particularly described as follows with all bearings based on the Texas Coordinate System of 1983, Central Zone;

BEGINNING at a point for corner marking the southwest corner of the herein described tract and being at the back of curb on the north side of Veteran's Parkway from which a found 5/8-inch iron rod with cap (stamped "KERR") at the south corner of said Lot 1, Block 1 bears South 05°39'53" East, 1785.90 feet and College Station GPS Monument No. 8, bears South 57°28'27" East, 437.55 feet;

THENCE North 02°08'14" East, 18.21 feet to a point for corner on the south edge of a concrete sidewalk in a curve to the left;

THENCE along said south edge of said concrete sidewalk the following eleven (11) courses and distances;

1. Along said curve to the left, having a radius of 59.21 feet, an arc length of 24.97 feet, a delta angle of $24^{\circ}09'48''$, a chord bearing of North $59^{\circ}04'05''$ East, and a chord length of 24.78 feet to a point for corner;
2. North $45^{\circ}27'22''$ East, 29.58 feet to a point-for-corner and the beginning of a curve to the left;
3. Along said curve to the left, having a radius of 57.23 feet, an arc length of 15.82 feet, a delta angle of $15^{\circ}50'11''$, a chord bearing of North $37^{\circ}32'16''$ East, and a chord length of 15.77 feet to a point for corner;
4. North $42^{\circ}44'41''$ East, 65.64 feet to a point-for-corner;
5. North $38^{\circ}15'16''$ East, 61.33 feet to a point-for-corner and the beginning of a curve to the right, from which a found 5/8-inch iron rod with cap (stamped "KERR") at the north corner of said Lot 1, Block 1 bears North $38^{\circ}47'30''$ West, 2263.18 feet;
6. Along said curve to the right, having a radius of 3.06 feet, an arc length of 4.69 feet, a delta angle of $87^{\circ}50'33''$, a chord bearing of North $82^{\circ}10'32''$ East, and a chord length of 4.25 feet to a point for corner;
7. South $53^{\circ}51'04''$ East, 122.29 feet to a point-for-corner and the beginning of a curve to the left;
8. Along said curve to the left, having a radius of 90.36 feet, an arc length of 26.83 feet, a delta angle of $17^{\circ}00'46''$, a chord bearing of South $62^{\circ}21'27''$ East, and a chord length of 26.73 feet to a point for corner;
9. South $72^{\circ}09'37''$ East, 24.71 feet to a point-for-corner and the beginning of a curve to the right;

10. Along said curve to the right, having a radius of 314.45 feet, an arc length of 69.11 feet, a delta angle of $12^{\circ}35'32''$, a chord bearing of South $65^{\circ}51'51''$ East, and a chord length of 68.97 feet to a point for corner from which a found;
11. South $33^{\circ}17'06''$ West, 18.59 feet to a point-for-corner at the north edge of a back of curb and the beginning of a curve to the left;

THENCE along said north edge of back of curb the following four (4) courses and distances;

1. Along said curve to the left, having a radius of 114.75 feet, an arc length of 162.17 feet, a delta angle of $80^{\circ}58'21''$, a chord bearing of South $79^{\circ}21'05''$ West, and a chord length of 149.01 feet to a point for corner and the beginning of a reverse curve to the right;
2. Along said curve to the right, having a radius of 31.17 feet, an arc length of 32.18 feet, a delta angle of $59^{\circ}09'40''$, a chord bearing of South $72^{\circ}02'24''$ West, and a chord length of 30.77 feet to a point for corner on the north side of veteran's parkway and the beginning of a reverse curve to the left;
3. Along said curve to the left, having a radius of 269.98 feet, an arc length of 76.64 feet, a delta angle of $16^{\circ}15'54''$, a chord bearing of North $82^{\circ}42'05''$ West, and a chord length of 76.38 feet to a point for corner;

THENCE North $88^{\circ}39'12''$ West, 86.60 feet along said back of curb to the **POINT OF BEGINNING**, **CONTAINING** 0.625 acres (27,209 square feet) of land in Brazos County, Texas as shown on Dwg No. 1504 filed in the offices of Jones|Carter in College Station, Texas.

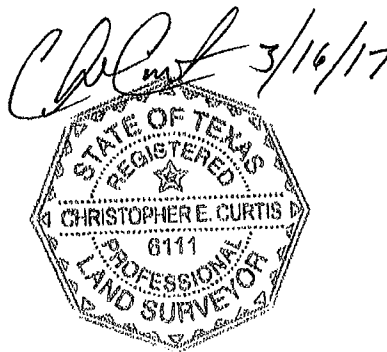
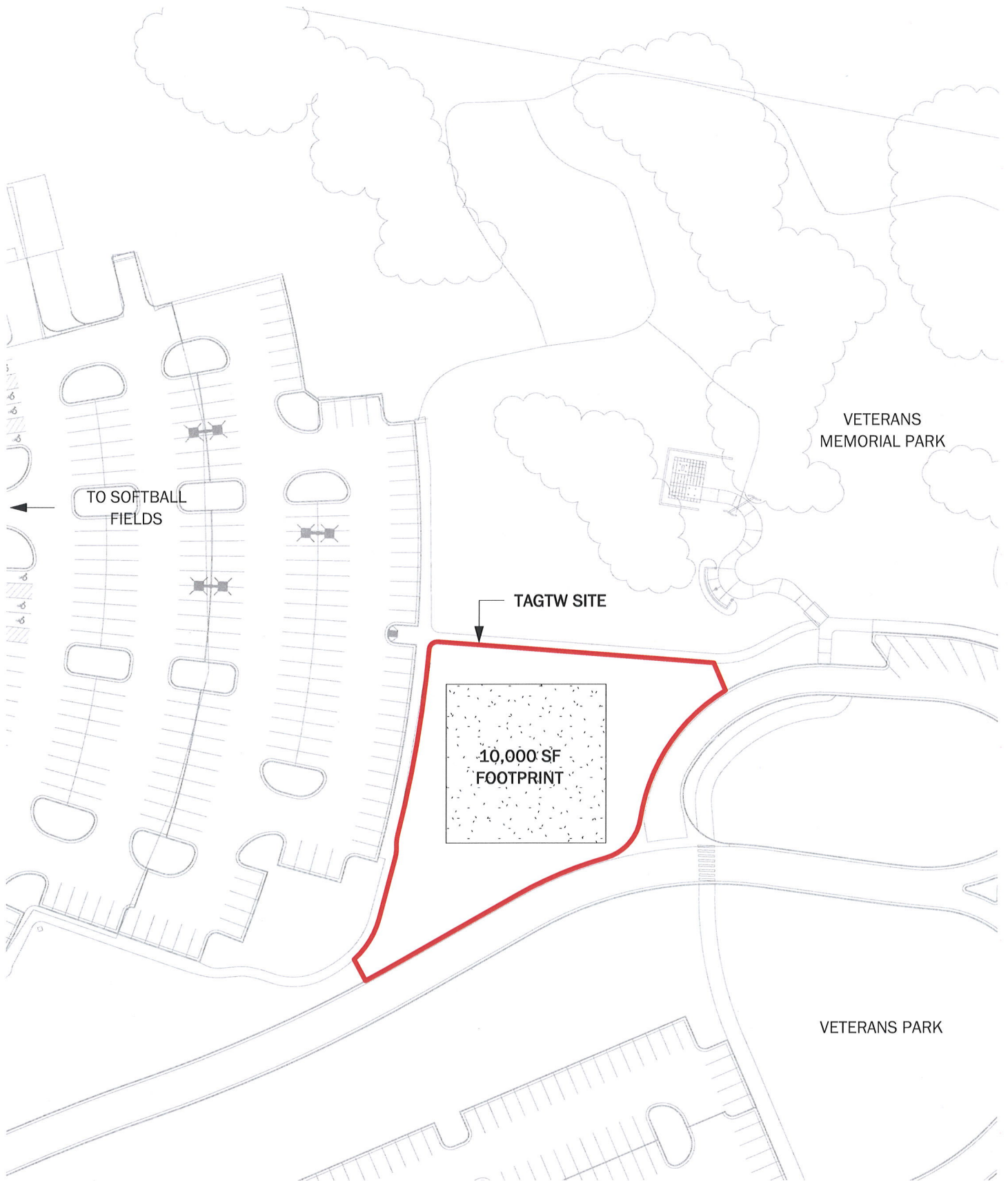


EXHIBIT “B”
PRELIMINARY SITE PLAN



1 SITE PLAN

1" = 80'-0"

A01
TAGTW @ VETERANS
PARK
COLLEGE STATION, TX
07/20/17

SZH
ARCHITECTURE

Legislation Details (With Text)

File #:	17-0398	Version:	1	Name:	ILA Chapter 380 agreement with Brazos County
Type:	Agreement	Status:		Status:	Agenda Ready
File created:	7/24/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of an Interlocal Infrastructure Agreement with Brazos County via Chapters 380 and 381 outlining participation in core infrastructure near the Dartmouth Avenue and Harvey Mitchell Parkway intersection.				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:	Dartmouth 381 to BCC 7-25-17 and CC 8-10-17				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of an Interlocal Infrastructure Agreement with Brazos County via Chapters 380 and 381 outlining participation in core infrastructure near the Dartmouth Avenue and Harvey Mitchell Parkway intersection.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval of the agreement with Brazos County. The Commissioner's Court approved the agreement on Tuesday, July 25, 2017.

Summary:

The proposed agreement represents a partnership between Brazos County and the City of College Station to create a synthetic tax increment reinvestment zone (TIRZ) and invest in core infrastructure such as streets, storm sewer, water and sanitary sewer within to facilitate development within a key infill area that will extend Dartmouth from Harvey Mitchell Parkway through to Texas Avenue. The fractured ownership and infrastructure costs have precluded private development in this area. Reinvestment will focus on the Dartmouth extension with water, sewer and electrical utilities including traffic signals at Harvey Mitchell and Texas Avenue.

The framework of the agreement is as follows:

- Capture a portion of taxes generated from new value as of January 1, 2017 through January 1, 2032.
- Reinvest in core infrastructure limited to streets, drainage, sanitary sewer, water and traffic control devices.
- Participation is as follows:
 - 15 year term
 - Brazos County - 100% of the O&M Tax Rate up to one-half of the total costs or \$2.5M whichever is less
 - City of College Station - 100% of the Total Tax Rate

Budget & Financial Summary: The agreement provides for specific participation rates based on the geographic area, infrastructure needs and the current tax rate. Directing funds towards a specific area will reduce the amount of revenue available for city-wide investment; however, the County's participation provides a new revenue source to fund core infrastructure.

Legal Review: Yes.

Attachments:

Infrastructure Agreement

INFRASTRUCTURE AGREEMENT

Between

BRAZOS COUNTY and CITY OF COLLEGE STATION

This Agreement is entered into between Brazos County, Texas, a political subdivision of the state of Texas ("County") and the City of College Station, Texas, a Texas home-rule municipality and political subdivision of the state of Texas ("City").

Whereas, the County and the City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act codified in Chapter 791 Texas Government Code and other applicable law; and

Whereas, the County is authorized under Chapter 381 Texas Local Government Code to create certain economic development programs for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the County including portions located within the City, and including providing mechanisms for funding for much-needed public infrastructure; and

Whereas, the City is authorized under Chapter 380 Texas Local Government Code to create certain economic development programs for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the County including portions located within the City, and including providing mechanisms for funding for much-needed public infrastructure; and

Whereas, as authorized under Article III, Section 52-a of the Texas Constitution and related statutory authority both parties desire to adopt a program as set forth herein and recognize that doing so will promote economic development activity, job creation, increased tax revenues, increased opportunity for expediting construction of city/county projects, creation of new businesses, infrastructure commitments and streamlined implementation; and

Whereas, the City intends to finance, fund and develop certain identified public improvements in accordance with the terms and conditions of this Agreement; and

Whereas, the County intends to assist in the funding and/or reimbursement for the development of certain identified public improvements in accordance with the terms and conditions of this Agreement; and

Whereas, the County and the City have identified a geographic area located within the City within which to implement the program created herein; now therefore

For and in consideration of the promises and the mutual agreements set forth herein, the County and the City hereby agree as follows:

Article I General Terms

Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

Definitions and Terms. In addition to the terms identified in the recitals, the following additional definitions and terms shall apply:

“Base Year Taxable Value” means the Taxable Value as of January 1, 2017 for ad valorem and personal property taxes levied and collected by the parties for the Development Area.

“County Contribution(s)” means the County’s annual payments based upon the increase in Taxable Value from the Base Year Taxable Value within the Development Area pursuant to this Agreement.

“Dartmouth & Harvey Mitchell Parkway Development Area” “D-HMPD Area” or “Development Area” means the portion of the City that lies in and near the intersection of Dartmouth and Harvey Mitchell Parkway roadways and as further set out in Exhibit “A” attached hereto and made a part hereof.

“Effective Date” means the date this Agreement is duly approved by both parties.

“Force Majeure” means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such party), terroristic acts, fires, explosions or floods, strikes, slowdowns or work stoppages.

“O&M Tax Revenue” means an amount of money equal to all of the incremental increase in the collections of only a party’s operation and maintenance tax rate component for valorem taxes and personal property taxes levied as of January 1 of each year following the Base Year Taxable Value until an agreed upon length of time as set forth in this Agreement and which is attributable to the Development Area and which amount exceeds its Base Year Taxable Value, and includes

related penalty and interest, related installment collections and rollback taxes collected relating to such levy. Any currently existing or future tax abatements, and any currently existing or future agreements pursuant to chapters 380 and 381 Texas Local Government Code requiring payments based upon Taxable Value entered into by one or both parties for property located in the Development Area shall not be considered Tax Revenue for purposes of this Agreement unless mutually agreed upon otherwise in writing by the parties hereto.

“Public Improvement(s)” means the land acquisition, design and construction relating to one or more of the public improvements within the Development Area comprising a part of this Agreement and as listed in Exhibit “B” hereof.

“Public Improvements Costs” except as explicitly excepted below, means all costs of acquisition, design, development, construction and financing of the Public Improvements paid by or on behalf of the City, including (i) the acquisition cost of any land that is part of the Public Improvements; (ii) all costs of design, engineering, materials, labor, construction, testing and inspection and other services arising in connection with the design and construction of the Public Improvements; (iii) all payments arising under any contracts entered into for the design or construction of the Public Improvements; (iv) all costs incurred in connection with obtaining governmental approvals, certificates and permits required in connection with the construction of the Public Improvements, including the legal, engineering, environmental, and other consultant fees and expenses related to the design and construction of the Public Improvements. Public Improvements Costs as used in this Agreement explicitly excludes:

- a. Fountains, artwork and other softscape elements designed primarily for aesthetics and not related to the cost for transportation, drainage, water and wastewater infrastructure; and
- b. City and County expenses including but not limited to internal staff costs, internal permitting fees, interest and overhead costs.

“Tax Revenue” means an amount of money equal to all of the incremental increase in the collections of a party’s ad valorem taxes and personal property taxes levied as of January 1 of each year following the Base Year Taxable Value until an agreed upon length of time as set forth in this Agreement and which is attributable to the Development Area and which amount exceeds its Base Year Taxable Value, and includes related penalty and interest, related installment collections and rollback taxes collected relating to such levy. Any currently existing or future tax abatements, and any currently existing or future agreements pursuant to chapters 380 and 381 Texas Local Government Code requiring payments based upon Taxable Value entered into by one or both parties for property located in the Development Area shall not be considered Tax Revenue for purposes of this Agreement unless mutually agreed upon otherwise in writing by the parties hereto.

“Taxable Value” means the taxable value of real and personal property as certified by the Brazos Central Appraisal District as of January 1st of a given year.

Article II

The Public Improvements

2.1 Public Improvements. The City shall be responsible for the land acquisition, design and construction of the Public Improvements within the Development Area as set forth in this Agreement. The Public Improvements identified for the Dartmouth & Harvey Mitchell Parkway Development Area subject to the terms and conditions of this Agreement are as set forth in Exhibit “B” attached hereto and made a part hereof.

2.2 Timing and Phasing. The City is solely responsible for the timing and phasing of the Public Improvements. It is expressly understood by the parties this may result in some but not all of the construction of Public Improvements or phases thereof.

2.3 Standards and Approvals. The parties agree that the plans and specifications for the Public Improvements shall be subject to the review and approval of governmental entities as may be required in accordance with applicable law.

2.4 Public Procurement Requirements. The City shall be responsible for and agrees to abide by all public procurement requirements for the Public Improvements, and shall require performance bonds and payment bonds in accordance with applicable law.

2.5 Notifications and Inspections. County, its agents and employees shall have right of access to the Public Improvements sites during construction to inspect same at reasonable times and with reasonable notice to the City.

Article III

County Contributions

3.1 County Contribution, Generally. The County is willing and shall make County Contributions towards the Public Improvements for the Development Area as set forth herein.

3.2 D-HMPD Area. The amount of County Contribution eligible to be requested by the City for the Public Improvements relating to the D-HMPD Area shall be equal to 100% of County’s O&M Tax Revenue annually levied and collected based on Taxable Value beginning as of January 1

following the Base Year Taxable Value up through and including for taxes levied and collected for Taxable Value as of January 1, 2032 relating to such Development Area; but in no event shall the total County Contribution exceed one half of the total costs thereof or \$2,500,000, whichever is less.

3.3 City Request for County Contribution. County Contributions shall occur on a reimbursement basis only. County will remit its County Contribution to City upon City written request no later than sixty (60) days after receipt by the County Auditor and as set forth herein. Beginning with the first year for which a County Contribution may be made, City may submit a written request for the County Contribution for the Development Area during the period commencing July 1 and ending on December 31 of the following calendar year from when the tax is typically levied to which the contribution relates. For example, for County taxes levied and collected based on the Taxable Value as of January 1, 2017 the City may make a written request for the County Contribution beginning July 1, 2018 through December 31, 2018. Such written request shall include proof that the City actually incurred or made payment towards the Public Improvements Costs to which such request for reimbursement relates. In turn the County shall remit payment up to the amount of its total County Contributions as of such date which have not already been disbursed for one half of the actual costs incurred by the City for the Public Improvements Costs and that have been requested up to the maximum amount of County Contribution for the Development Area as set forth in this Agreement.

The failure by City to timely submit to the County Auditor a written request for a County Contribution for the Development Area will not result in the forfeiture of the County Contribution attributable to that tax year. Rather, there shall be a carryover until a timely written request from City to County is made pursuant to the terms of this Agreement.

The County Contribution submitted to the City shall be accompanied with the information and calculations used in making County's determination as to the amount of such County Contribution for the Development Area. The City agrees to only use County Contributions for reimbursement of one half of the City's actual costs incurred for Public Improvements Costs as set forth in this Agreement.

3.4 Last year of County Contributions. After the time period has elapsed for the last time during which the City may request a County Contribution for the Development Area pursuant to the terms of this Agreement, the City shall no longer be entitled to same and such remaining County Contributions shall be forfeited for such Development Area.

Article IV City Obligations

4.1 Representation of the City. The City hereby represents to the County that it is duly authorized to enter into this Agreement and that it will abide by the terms and obligations recited herein. The City further represents that the individual signing on its behalf is duly authorized to do so.

4.2 Construction of Public Improvements. The City shall not be obligated to construct all Public Improvements. Furthermore, the parties expressly agree and understand only those Public Improvements or phase thereof for which funds have been expended by City shall be eligible for County Contribution.

4.3 Ownership, Operation and Maintenance of Public Improvements. The City shall be responsible for the ownership, operation and maintenance of the Public Improvements which comprise the subject matter of this Agreement.

Article V County Obligations

5.1 Representation of the County. The County hereby represents to the City that it is duly authorized to enter into this Agreement and that it will abide by the terms and obligations recited herein. The County further represents that the individual signing on its behalf is duly authorized to do so.

5.2 County Contributions. The parties agree and understand that County is not responsible for the Public Improvements and Public Improvement Costs by entering into this Agreement other than its obligations with respect to County Contributions.

Article VI Records

6.1 Accounts, Reporting and Maintenance of Records. Both parties shall allow the other reasonable access, during normal business hours, to review and audit records and books and all other relevant records related to the Agreement in possession of such other party upon five (5) business days' prior written notice.

Article VII Default and Remedy

7.1 Obligations of the Parties to be Absolute. Neither party may suspend their obligations for any cause, including the failure of the other to perform except as may be expressly authorized.

7.2 General Events of Default. A party shall be deemed in default under this Agreement which shall be deemed a breach hereunder if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its

representations contained in this Agreement; but only if performance has not been cured within 30 days from the receipt of written notice, which 30 day period may be extended pursuant to the Force Majeure provisions in this Agreement and by written mutual agreement of the parties. Thereafter the party not in default of this provision shall be entitled to any and all remedies available in this Agreement or otherwise at law or equity.

Article VIII Events of Force Majeure

8.1 It is expressly understood and agreed by the parties that if the performance by either of any obligation hereunder is delayed by reason of an event of Force Majeure, the party so obligated or permitted shall be excused from doing or performing the same for the time and to the extent necessary to allow the affected party to overcome the event of Force Majeure and resume performance thereof. The party claiming the delay of performance as a result of an event of Force Majeure shall deliver written notice of the commencement of such delay to the other party as soon as reasonably practicable after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of delay caused by a Force Majeure event, the claiming party shall not be entitled to extend the time for performance as provided herein.

Article IX Termination

9.1 This Agreement shall terminate 90 days following the last date that City may make its last request for a County Contribution for the Development Area pursuant to the terms of this Agreement unless terminated earlier by mutual written agreement.

Article X Miscellaneous

10.1 Time of the Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

10.2 Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

10.3 Exhibits, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement, if any, are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties

hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

10.4 Amendments. Unless otherwise expressly provided for otherwise, this Agreement may only be amended, altered or terminated by written instrument signed by all parties.

10.5 Successors and Assigns. No party may assign its rights or obligations hereunder without the written consent of the other party. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

10.6 Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Brazos County, Texas. Venue for any matters in federal court will be in the United States District Court for the Southern District of Texas, Houston, Division.

10.7 Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail, return receipt requested, facsimile with electronic confirmation, or personal delivery to the other party at the address below. If no address is listed for a party, notice to such party will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized overnight courier service, or (d) on the business day thereof if sending by facsimile with electronic confirmation to the sender on such business day. Each party may update its contact information by notice to the other. Routine business and technical correspondence may be in electronic form. The contact information for each party is as follows:

County:

Brazos County
Attn: County Commissioners
200 S. Texas Ave., Suite 332
Bryan, Texas 77803
Telephone: (979) 361-4102
Facsimile: (979) 361-4503

With a copy to:

Brazos County Attorney
300 E. 26th St., Suite 1300
Bryan, Texas 77803

City:

City of College Station
Attn: Mayor
1101 Texas Avenue
P.O. Box 9960
College Station, Texas 77842
Telephone: (979) 764-3500
Facsimile: (979) 764-6377

With a copy to:

College Station City Attorney
1101 Texas Avenue
P.O. Box 9960
College Station, Texas 77842

10.8 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision held to be illegal, invalid or unenforceable.

10.9 No 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, or any part hereof, nor the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused, unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

10.10 Third Parties. The parties intend that this Agreement shall not benefit nor create any right or cause of action in or on behalf of any third-party beneficiary, nor any individual or entity other than the parties hereto and their respective assignees in accordance with this Agreement.

10.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10.12 Interpretation. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the County and the City effective as set forth above.

Exhibits:

“A” Map of the Dartmouth & Harvey Mitchell Parkway Development Area
“B” Public Improvements and Estimated Public Improvements Costs for the Dartmouth-Harvey Mitchell Parkway Development Area

COUNTY:

Brazos County Commissioners Court

CITY:

City of College Station

Duane Peters, County Judge

Karl Mooney, Mayor

Date: _____

Date: _____

Attest:

Attest:

Karen McQueen, County Clerk

_____, City Secretary

EXHIBIT "A"
DARTMOUTH-HARVEY MITCHELL PARKWAY DEVELOPMENT AREA

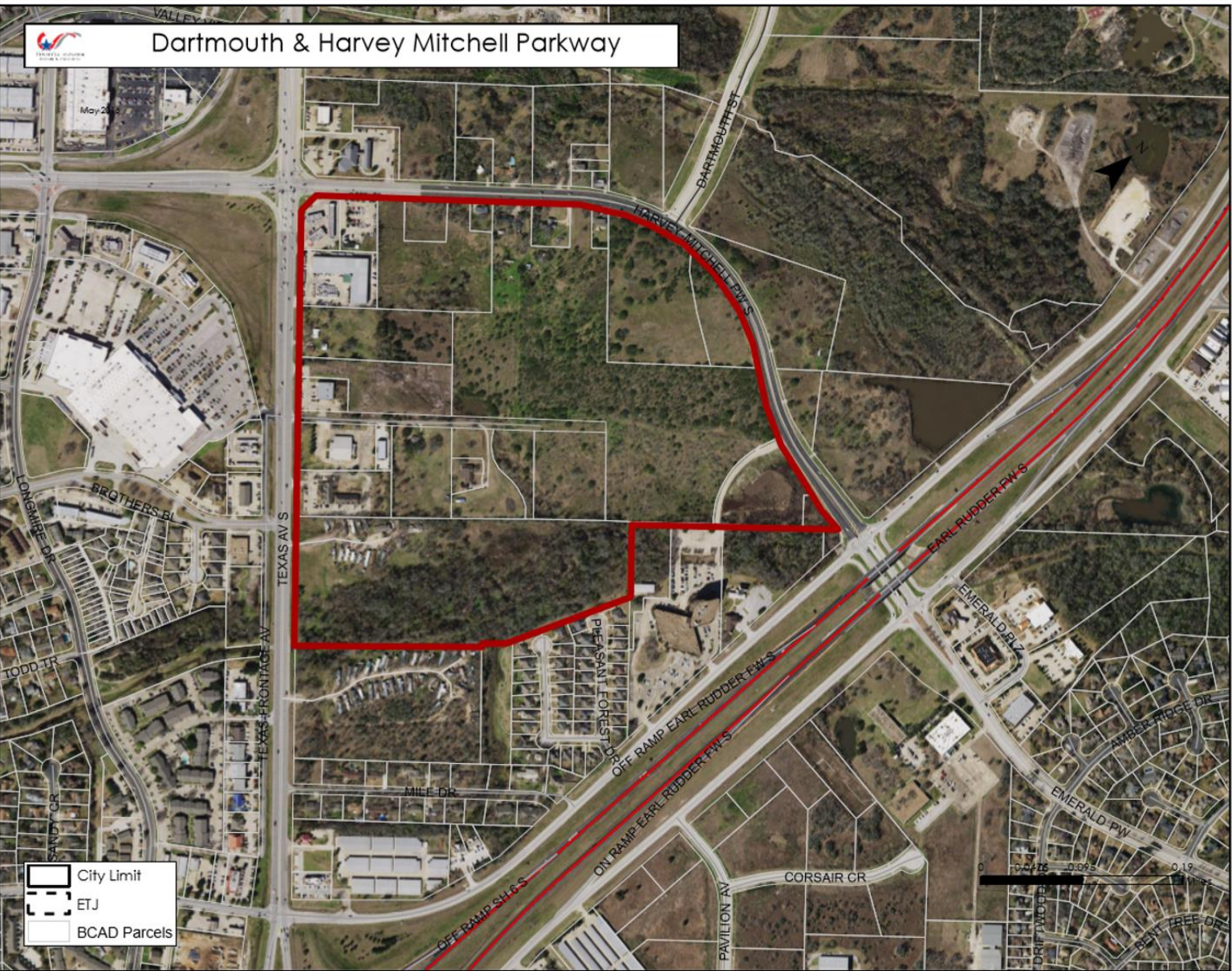


EXHIBIT “B”
PUBLIC IMPROVEMENTS FOR THE
DARTMOUTH-HARVEY MITCHELL PARKWAY DEVELOPMENT AREA

Public Improvements	Description	Estimated Costs
Street Extension-Dartmouth	Three lane concrete pavement section extending from the Harvey Mitchell intersection to continue and terminate at Texas Avenue. This extension includes required drainage, sidewalks, street lights, water main and sewer main extensions.	\$3,400,000
Traffic Signal	Traffic signal at the intersection of Dartmouth and Harvey Mitchell Parkway.	\$400,000
Traffic Signal	Traffic signal at the intersection of Dartmouth and Texas Avenue.	\$400,000
	ESTIMATED TOTAL	\$4,200,000



Legislation Details (With Text)

File #:	17-0419	Version:	1	Name:	
Type:	Minutes	Status:		Agenda Ready	
File created:	7/27/2017	In control:		City Council Regular	
On agenda:	8/10/2017	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of a real estate contract to convey approximately 5 acres of land to Amstad Development, LLC in the College Station Business Center, Lot 1B, Block 3 of The Business Center at College Station Phase One.				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a real estate contract to convey approximately 5 acres of land to Amstad Development, LLC in the College Station Business Center, Lot 1B, Block 3 of The Business Center at College Station Phase One.

Relationship to Strategic Goals:

- Financially Sustainable City
- Diverse Growing Economy

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

Summary: The College Station Business Center was originally developed to encourage businesses to locate and expand in College Station. The majority of the property has been conveyed for new businesses. There are two tracts remaining, (1) the subject 5 acre tract; and, (2) a 30 acre tract that could be sold as one property or subdivided into smaller lots. The City is actively marketing the remaining property for sale. In addition to City zoning regulations, there are deed restrictions in the Business Center that regulate land uses, architectural details and other development controls.

The buyer is planning a new multi-story, class A office building totaling approximately 45,000 - 60,000 square feet. The purchase price is \$1,306,800. The real estate contract provides for a 180 day feasibility period in which the buyer will pursue site plan approval and building permits. Construction is anticipated to be completed in late 2018.

Budget & Financial Summary: The agreed upon sales price is above appraised value. Proceeds from the sale of the property will be directed to the Spring Creek Local Government Corporation for reinvestment into economic development efforts.

Legal Review: Yes

Attachments:

Real Estate Contract - Available in City Secretary's Office

Legislation Details (With Text)

File #:	17-0423	Version:	1	Name:	Code of Ordinances Recodification Adoption Ordinance
Type:	Ordinance	Status:			Agenda Ready
File created:	7/31/2017	In control:			City Council Regular
On agenda:	8/10/2017	Final action:			
Title:	Presentation, possible action, and discussion on an ordinance adopting the recodification of the Code of Ordinances, City of College Station, Texas.				
Sponsors:	Adam Falco				
Indexes:					
Code sections:					
Attachments:	Code Adoption Ordinance 8-2-17				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance adopting the recodification of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary:

In May of 2016 the City entered into Contract No. 16-300430 with MuniCode Corporation for the legal review, recodification, and online hosting and support of the Code of Ordinances. The online hosting and support is for a three year term with the same pricing.

The City Secretary's Office and the Legal Department started the legal review and recodification process in June of 2016. The legal review was completed by a staff attorney at MuniCode Corporation. The City Secretary and Legal Department reviewed the legal review document. City staff also reviewed their pertinent sections. The legal review removed preempted, conflicting, antiquated and obsolete ordinances.

After the legal review was complete MuniCode Corporation began the process of recodifying the Code of Ordinances. The process reorganized the Code into the same national structure that many other cities use. This helps with searching and organization of the Code of Ordinances. The new code structure will be Chapter, Article, Division and Section. The UDO will remain substantially the same. The UDO is now an appendix to the Code of Ordinances. This change also included a searchable City Charter with the Code of Ordinances and a fee resolution that contains all City fees, rates and charges.

The legal review and recodification did not change any content, unless the ordinance was

preempted, conflicting, antiquated or obsolete.

Budget & Financial Summary: \$17,600.00

Attachments:

1. Code of Ordinances Recodification Adoption Ordinance
2. Code of Ordinances Recodification Adoption Ordinance "Exhibit A Code of Ordinances, City of College Station Texas" (On file in City Secretary's Office)

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES FOR THE CITY OF COLLEGE STATION, TEXAS; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** The Code entitled “Code of Ordinances, City of College Station, Texas”, (Code) published by Municipal Code Corporation, consisting of Chapters 1 through 107 and an Appendix, each inclusive, is adopted as set out in **Exhibit A “Code of Ordinances, City of College Station, Texas”**, attached hereto and made a part of this adopting ordinance for all purposes.
- PART 2:** All ordinances enacted on or before April 13, 2017, and not included in the Code are repealed.
- PART 3:** Any ordinances of a general and permanent not previously codified including, but not limited to ordinances related to zoning, franchises or City budgets are not repealed by this ordinance and remain in full force and effect.
- PART 4:** The repeal provided in this ordinance shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.
- PART 5:** Except as otherwise provided by law or ordinance, a person convicted of a Code violation shall be punished:
- (a)** By a fine of not less than \$25.00 and not more than \$500.00. The \$25.00 minimum fine does not apply to parking violations.
 - (b)** By a fine not less than \$25.00 and not more than \$2,000.00 if the violation governs fire safety, zoning, or public health and sanitation, other than the dumping of refuse.
 - (c)** By a fine of not less than \$25.00 and not more than \$4,000.00 if the violation governs the dumping of refuse.
 - (d)** By a fine not exceeding \$500.00 if a culpable mental state for the commission of a violation of this Code is not required or been dispensed with the prosecuting attorney.

- PART 6:** If it is not required that a Code violation be a knowing, intentional or willful violation, then no culpable mental state is required. The penalty imposed for a violation of this Code shall not exceed or be less than the penalty prescribed by state law for the same or a similar offense.
- PART 7:** Except as otherwise provided by law or ordinance:
- (a)** With respect to Code violations that are continuous with respect to time, each day that the violation continues is a separate offense.
 - (b)** With respect to other violations, each violation constitutes a separate offense. The penalty provided by this ordinance, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed in this ordinance, the City of College Station may pursue any other remedies available such as abatement of nuisances, injunctive relief and revocation of licenses or permits.
- PART 8:** Additions or amendments to the Code when passed in such form as to indicate an intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.
- PART 9:** Ordinances adopted after April 13, 2017, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.
- PART 10:** That if any Code provision shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 11:** This Code 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 this 10th day of August, 2017.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

Exhibit A
Code of Ordinances, City of College Station, Texas

That Code of Ordinances, City of College Station, Texas”, published by Municipal Code Corporation, consisting of Chapters 1 through 107 and an Appendix is adopted and enacted and is to read as follows:

ON FILE WITH THE CITY SECRETARY



Legislation Details (With Text)

File #:	17-0424	Version:	1	Name:	Fees, Rates and Charges Resolution
Type:	Resolution	Status:		Status:	Agenda Ready
File created:	7/31/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas.				
Sponsors:	Adam Falco				
Indexes:					
Code sections:					
Attachments:	Fees Rates and Charges Resolution 8-2-17				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary:

In May of 2016 the City entered into Contract No. 16-300430 with Municode Corporation for the legal review, recodification, and online hosting and support of the Code of Ordinances. The online hosting and support is for a three year term with the same pricing.

The City Secretary's Office and the Legal Department started the legal review and recodification process in June of 2016. The legal review was completed by a staff attorney at MuniCode Corporation. The City Secretary and Legal Department reviewed the legal review document. City staff also reviewed their pertinent sections. The legal review removed preempted, conflicting, antiquated and obsolete ordinances.

After the legal review was complete MuniCode Corporation began the process of recodifying the Code of Ordinances. The process reorganized the Code into the same national structure that many other cities use. This helps with searching and organization of the Code of Ordinances. The new code structure will be Chapter, Article, Division and Section. The UDO will remain substantially the same. The UDO is now an appendix to the Code of Ordinances.

This change also included a searchable City Charter with the Code of Ordinances and a fee

resolution that contains all City fees, rates and charges.

Budget & Financial Summary: 17,600.00

Attachments:

1. Fees, Rates and Charges Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals all prior resolutions establishing any fees, rates or charges as are established in **Exhibit A, “Fees, Rates and Charges”**.

PART 4: That this resolution shall take effect ten (10) days from and after its passage.

ADOPTED this 10th day of August, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance

Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees for credit card payments.

- i. Service fee established. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as **\$3.00** per transaction as established in Section 2-117.

b. Sec. 2-119. Police Department Services.

- i. Police Escorts. **\$50.00** per hour per each officer.
- ii. Livestock Permit Fee. – **\$35.00**

c. Sec. 2-120. Fire Department Services

- i. Requests for incident reports prepared by the Fire Department.
- ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus **\$20.00** for travel time.
- iii. Fire Department inspections of day care centers. - **\$50.00**
- iv. Fire Department inspections of foster homes. - **\$30.00**
- v. Fire Department inspections of nursing home facilities. - **\$150.00**
- vi. Fire Department inspections of health care facilities. - **\$150.00**
- vii. Automatic hood tests performed by the Fire Department. - **\$50.00**
- viii. Fire Department inspections of automatic fire alarm systems. **\$100.00** for up to 25 devices, each 100 thereafter or fraction of at **\$100.00/100**
- ix. Fire Department testing of underground fire lines. - **\$100.00**
- x. Fuel tank testing performed by the Fire Department. - **\$100.00**
- xi. Fuel line leak testing performed by the Fire Department. - **\$100.00**
- xii. Fire sprinkler system testing performed by the Fire Department. **\$125.00** for up to 100 heads, each 100 thereafter or fraction of at **\$50.00/100**
- xiii. Fire Department inspections of a hospital's initial opening. - **\$250.00**
- xiv. The provision of emergency medical services without transportation.
- xv. The provision of emergency medical services basic life support (BLS) with transportation from a location within the corporate limits of College Station to a location within Brazos County. - **\$650.00** base fee plus **\$15.00** per loaded mile
- xvi. The provision of emergency medical services basic life support (BLS) with transportation from a location outside the corporate limits. - **\$650.00** base fee per individual transported plus **\$18.00** per loaded mile
- xvii. The provision of emergency medical services basic life support (BLS) with transportation to a location outside of Brazos County. - **\$650.00** base fee per individual transported plus **\$18.00** per loaded mile

- xviii. The provision of emergency medical services advanced life support (ALS1) with transportation from a location within the corporate limits of College Station to a location within Brazos County. - **\$850.00** base fee plus **\$15.00** per loaded mile
- xix. The provision of emergency medical services advanced life support (ALS1) with transportation from a location outside the corporate limits. - **\$850.00** base fee plus **\$15.00** per loaded mile
- xx. The provision of emergency medical services advanced life support (ALS1) with transportation to a location outside of Brazos County. - **\$850.00** base fee plus **\$15.00** per loaded mile
- xxi. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation from a location within the corporate limits of College Station to a location within Brazos County. - **\$950.00** base fee plus **\$15.00** per loaded mile
- xxii. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation from a location outside the corporate limits. - **\$950.00** base fee plus **\$18.00** per loaded mile
- xxiii. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation to a location outside of Brazos County. - **\$950.00** base fee plus **\$18.00** per loaded mile
- xxiv. The provision of emergency medical services without transportation to a location outside the corporate limits of College Station. - **\$100.00**
- xxv. Administrative fees and reimbursement fees for supplies and medications.
 - 1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged an **\$85.00** supply fee to cover oxygen costs.
 - 2. The provision of BLS services with transportation shall be charged a **\$150.00** supply fee to cover single patient use items.
 - 3. The provision of ALS1 or ALS2 services with transportation shall be charged a **\$300.00** supply fee to cover single patient use items.
- xxvi. Emergency and rescue services.

d. Sec. 2-121. Public Works Department Services

- i. Collection of animal carcasses from the offices of veterinarians. - **\$20.00** flat rate and **\$5.29** per carcass, **\$20.00** fee waived if 20 or more carcasses
- ii. Street sweep made either at the request of generator or necessitated as a result of washing of dirt, littering, or depositing of any organic or inorganic material by a generator, and outside of the customary street sweep program.
- iii. Permit and inspection fees allowing the cutting of streets, alleyways and sidewalks.
- iv. Repair of streets damaged in the installation of underground facilities.

- e. Sec. 2-122. Planning and Development Services Department.** The development application and permit fees shall be adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

- i.** Building permit fees for structures requiring a building permit:

1. Building Permit Fee Schedule

Estimated Construction Valuation	Permit Fee
\$0.00 to \$1,000	\$30
\$1,001 to \$50,000	\$30 for the first \$1,000 valuation plus \$5 for each additional \$1,000 valuation or fraction thereof up to \$50,000 valuation
\$50,001 to \$100,000	\$275 for the first \$50,000 valuation plus \$4 for each additional \$1,000 valuation or fraction thereof up to \$50,000 valuation
\$100,001 to \$500,000	\$475 for the first \$100,000 valuation plus \$3 for each additional \$1,000 valuation or fraction thereof up to \$500,000 valuation
\$500,001 and up	\$1,675 for the first \$500,000 valuation plus \$2 for each additional \$1,000 valuation thereafter

2. Re-inspection fee. - \$100.00

- ii.** Electrical permit fees.

- 1. Repair and alteration electrical permit. - \$40.00**
- 2. Residential electrical permit. – \$40.00** minimum base fee for the first 1,000 square feet of the building area plus **\$0.02** per square foot over 1,000 square feet
- 3. Commercial electrical permit. - \$40.00** minimum base fee for the first 1,000 square feet of the building area plus **\$0.02** per square foot over 1,000 square feet
- 4. Temp Poles base fee \$30.00** (Bryan Texas Utilities); **\$30.00** base fee plus **\$45.00** connection fee (College Station Utilities)
- 5. Re-inspection fee. - \$100.00**

- iii.** Mechanical permit fees.

- 1. Mechanical permit. - \$30.00** base fee for the first \$1,000 valuation plus \$5.00 for each additional **\$1,000** valuation (or fraction thereof)
- 2. Re-inspection fee. - \$100.00**

- iv. Plumbing permit fees.
 - 1. Basic plumbing permit. - **\$30.00** base fee plus additional charges
 - 2. Additional charges for the following:
 - a. Water closet. - **\$5.00**
 - b. Water heaters. - **\$5.00**
 - c. Lavatories. - **\$5.00**
 - d. Kitchen sinks. - **\$5.00**
 - e. Bar-slop sinks. - **\$5.00**
 - f. Bathtubs. - **\$5.00**
 - g. Showers. - **\$5.00**
 - h. Drinking fountains. - **\$5.00**
 - i. Urinals. - **\$5.00**
 - j. Independent waste. - **\$5.00**
 - k. Sand traps. - **\$5.00**
 - l. Grease traps. - **\$5.00**
 - m. Hose bibs. - **\$5.00**
 - n. Dishwasher. - **\$5.00**
 - o. Laundry tray. - **\$5.00**
 - p. Floor drains. - **\$5.00**
 - q. Septic tank. - **\$5.00**
 - r. Water service or replacement. - **\$5.00**
 - s. Sewer collection or replacement. - **\$5.00**
 - t. Heater (vented). - **\$5.00**
 - u. Washing machine. - **\$5.00**
 - v. Any plumbing fixture - **\$5.00**
 - 3. Gas permit.
 - a. Base fee. - **\$30.00**
 - b. Gas Piping. - **\$5.00** up to four gas outlets, **\$1.00** for each outlet over four
 - 4. Re-inspection fee. - **\$100.00**
- v. Lawn sprinkler permit fees.
 - 1. Lawn sprinkler irrigation permit. - **\$30.00**
 - 2. Re-inspection fee. - **\$100.00**
- vi. Miscellaneous permit fees.
 - 1. Demolition permit. - **\$50.00**
 - 2. Moving permit. - **\$100.00**
 - 3. Location permit. - **\$50.00**
 - 4. Solar panels. See Building Permit Fee Schedule.
- vii. Contractor registration fee. - **\$60.00**
- viii. Oil and gas development application fees.
 - 1. Application fee. - **\$6060.00**
 - 2. Annual permit renewal fee. - **\$2020.00**
 - 3. Abandonment fee. - **\$2020.00**
 - 4. Consultant fee. - **Contracted Fee**
 - 5. Contract inspector fee. - **Contracted Fee**
 - 6. Road maintenance agreement fee. - **As Calculated**

7. Seismic survey permit fee. – **\$5050.00**
- ix. Municipal Utility District fees.
 1. Fee to process petition to create district. - **\$30,260.00**
 2. Fee to process petition to acquire or annex land. - **\$30,260.00**
 3. Infrastructure plan review and inspection fee (Including ETJ). - **One and one half percent (1.5%) of infrastructure cost (\$600 minimum)**
- x. Planning and Development Services Fees as Authorized by Appendix A-12-3.2-C-3.
 1. Administrative Adjustment - **\$100.00**
 2. Alternative Parking Plan - **\$100.00**
 3. Banner Permit - **\$210.00**
 4. Comprehensive Plan Amendment - **\$1,240.00**
 5. Conditional Use Permit - **\$1,240.00**
 6. Construction Board of Adjustments - **\$510.00**
 7. Design Review Board - **\$380.00**
 8. Development Permit/Public Infrastructure Review and Inspection Fee - One and one half percent (1.5%) of infrastructure cost (**\$600.00** minimum)
 9. Re-inspection Fee (applies to all inspection types) - **\$100.00**
 10. Final Plat or Development Plat - **\$990.00**
 11. Final plat (minor or amending) - **\$750.00**
 12. License to Encroach - **\$810.00**
 13. PDD Amendment - Staff Review Only - **\$190.00**
 14. PDD Amendment - P&Z/Council Review - **\$340.00**
 15. Private Improvement in the Public R-O-W (PIP) Permit - **\$380.00**
 16. Portable Storage Container Permit Fee - **\$50.00**
 17. Preliminary Plan - **\$990.00**
 18. Rezoning (Including PDD and P-MUD) - **\$1,240.00**
 19. R-O-W/Easement Abandonment - **\$750.00**
 20. Sign Permit (except for banners) - **\$72.00** permit fee plus **\$80.00** review fee
 21. Site Plan - **\$990.00**
 22. Minor Site Plan - **\$380.00**
 23. Waiver or Variance – Subdivision Regulations - **\$250.00**
 24. Written Interpretation - **\$120.00**
 25. Zoning Board of Adjustment - **\$380.00**
 26. Zoning Letter - **\$100.00**
 27. Non-Residential Architectural (NRA) Review* - **\$380.00** - *Excludes existing projects involving painting only
 28. Returned Check Fee - **\$25.00**
 29. Tent permit. – (see Building Permit Fee Schedule)

FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF ORDINANCES:

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

- i.** Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **\$500.00** for the first year and a **\$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **\$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

- i.** Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **\$35.00**

c. Sec. 6-151(c). Ferrets.

- i.** Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **\$35.00**

CHAPTER 8: BUSINESSES

1. Article III. Credit Access Businesses

Division 2. Registration

a. Sec. 8-81. Required.

- i.** A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **\$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. Article IV. Gravediggers

Division 2. License

a. Sec. 8-145. Gravediggers.

- i.** A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **\$100.00**. Each licensee must pay a yearly renewal fee of **\$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. Article V. Home Solicitation and Itinerant Vendors

Division 2. Home Solicitor Registration

a. Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.

- i.** Application filed under this section must be accompanied by a nonrefundable registration fee of **\$50.00**.

b. Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.

- i.** If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **\$10.00** duplicate badge fee.

Division 3. Itinerant Vendor Permit

c. Sec. 8-235(d). Required; application.

- i.** An application for an I-Vendor permit shall be accompanied by a fee of **\$50.00**.

4. Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events
Division 2. Permit

a. Sec. 8-296. Fees.

- i. Application. The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.
- **\$200.00**
- ii. Re-inspection fee. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **\$50.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. Article VII. Secondhand Dealers
Division 2. Permit

a. Sec. 8-361(a). Issuance, fee.

- i. Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

6. Article VIII. Mobile Food Vendors
Division 2. Permit

a. Sec. 8-418. Permit fee.

- i. The application fee for a mobile food vendor permit shall be **\$500.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
- ii. Upon renewal, the applicant must provide a new complete application, payment of a **\$250.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
- iii. The application fee for a concession cart shall be **\$250.00** for initial application, and a renewal fee of **\$100.00**.

7. Article IX. Northgate Outdoor Dining and Entertainment
Division 2. Permit

a. Sec. 8-475. Application fee.

- i. Applicants for peak period must pay a non-refundable permit application fee of **\$350.00** plus **\$2.00** per square feet of permitted area when the original permit application is submitted to the City and a non-refundable permit application fee of

\$175.00 plus **\$2.00** per square feet of permitted area for an annual renewal. Non-peak period only permits shall not be assessed a permit fee.

b. Sec. 8-476(b). Amended Application.

- i.** The applicant must pay a non-refundable amended permit application fee of **\$175.00** when the amended permit application is submitted to the City.

8. Article X. Transportation Network Companies

Division 2. Transportation Network Company (TNC) Permit

a. Sec. 8-533. Fee.

- i.** For administration of permitting, each application and each application renewal must be submitted with a nonrefundable permit fee based on the number of authorized drivers on the TNC digital network operating in the City at the time of application or renewal as shown below:
 1. **\$300.00** for 10 or fewer drivers.
 2. **\$600.00** for 11 to 40 drivers.
 3. **\$900.00** for 41 to 70 drivers.
 4. **\$1,200.00** for 71 or more drivers.

9. Article XI. Taxicabs

Division 2. Service License

a. Sec. 8-588(c). Application.

- i.** Each application shall be accompanied by a non-refundable license fee of **\$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.

- i.** The annual fee for driver's permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.

- i.** The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

Division 4. Vehicle Permit**d. Sec. 8-650. Fees.**

- i. The annual fee for vehicle permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.
- ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **\$50.00**

e. Sec. 8-654. Reinstatement of suspended permit; fee.

- i. Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **\$5.00**.

10. Article XII. Pedicabs**Division 2. License and Permit****Subdivision II. License****a. Sec. 8-742. License fee.**

- i. Each application must be accompanied by a non-refundable license fee **\$50.00**.

Subdivision III. Permit**b. Sec. 8-774(c). Pedicab Permits.**

- i. Fees. The annual fee for pedicab permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-775(d). Revocation and suspension of pedicab permit.

- i. Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **\$5.00**.

Division 3. Driver Permit

d. Sec. 8-806. Fee.

- i.** The fee for driver permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

- i. Price. The price of all spaces in the City cemeteries shall be established in Section 2-117.

Cemetery Plot – Aggie FOH Columbarium P1	\$1,105.50
Cemetery Plot – Aggie FOH Columbarium P2	\$544.50
Cemetery Plot – Aggie FOH Std P1	\$2010.00
Cemetery Plot – Aggie FOH Std P1	\$990.00
Cemetery Plot – Deed	\$30.00
Cemetery Plot – Municipal Columbarium P1	\$294.80
Cemetery Plot – Municipal Columbarium P2	\$145.20
Cemetery Plot – Municipal Infant P1	\$147.40
Cemetery Plot – Municipal Infant P2	\$72.60
Cemetery Plot – Municipal Standard P1	\$971.50
Cemetery Plot – Municipal Standard P2	\$478.50
Cemetery Plot – Texas Ave Columbarium	\$440.00
Cemetery Plot – Texas Ave Infant	\$220.00
Cemetery Plot – Texas Ave Standard	\$1,450.00

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES**1. Article III. Ambulances****Division 2. Permit****a. Sec. 12-79(a). Permit fees, conditions and renewal.**

- i. The fee for the permit required in Section 12-77 shall be **\$100.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying a permit fee of **\$50.00** and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78.

2. Article IV. Alarm Systems**a. Sec. 12-113(b). False alarms.**

- i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.
- ii. Number of False Alarms Fine
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$50.00** for each false alarm
 3. 6—7 false alarms **\$75.00** for false alarm
 4. 8 or more false alarms **\$100.00** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES**1. Article II. Oil and Gas****Division 2. Production Permits****Subdivision I. In General****a. Sec. 14-58. Permit application generally.**

- i. A permit application shall include Application fee as set by Council resolution established in Section 2-117. - **\$6060.00**

b. Sec. 14-67(b). Permit period and renewal.

- i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. - **\$2020.00**
- ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:
 1. Renewal application fee as set by Council resolution established in Section 2-117. - **\$2020.00**

Subdivision II. Permit Types and Requirements**c. Sec. 14-99(b). Urban permit.**

- i. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:
 1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.
 2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.00** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

d. Sec. 14-100(a). Rural permit.

- i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operators expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

1. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
2. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.00** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

e. Sec. 14-101. Seismic survey permit.

- i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. - **\$5050.00**

Division 3. Other Requirements

f. Sec. 14-151(a). Abandonment.

- i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. - **\$2020.00**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

- i.** Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

- i.** All collections. **\$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.
- ii.** All collections of art prints and sculpture and DVD's, Blue-rays. **\$1.00** per day, with a maximum being the cost to replace the item.
- iii.** Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **\$5.00** non-refundable service charge.
- iv.** Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item.
– **Cost of the item** plus **\$5.00**.
- v.** Replacement of borrower's card. The initial card for County residents is free of charge. A **\$3.00** fee will be charged to replace a lost card.
- vi.** Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **\$24.00**; such card is valid for one year from the month of purchase.
- vii.** Returned Check Fee is **\$15.00**.
- viii.** Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD**1. Ch. 28. Municipal Court of Record****a. Sec. 28-1(i). Generally.**

- i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **\$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager.

- i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **\$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **\$3.00** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **\$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

- i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **\$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

CHAPTER 32: PARKS AND RECREATION

1. Article II. Public Conduct in Parks and Recreational Areas

Division 2. Use Permits

a. Sec. 32-62(6). Application procedure.

- i. Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT FY 2016 GENERAL FUND USER FEES

ATHLETIC FIELDS	2011	2012-13	2014-15	2016
Athletic Field Rental ~ One (1) Field, Per Day 1. (Includes Field Redevelopment Fee of \$15)	\$120 / day	\$150 / day	\$150 / day	\$200/day
Athletic Field Rental ~ One (1) Field, Per Hour, up to Seven (7) 2. Hours. (Includes Field Redevelopment Fee of \$5)	\$20 / hour	\$30 / hour	\$30 / hour	\$40/hour
3. Athletic Field Rental Deposit	Varies	Varies	Varies	Varies
4. Lights for Field Rentals (Per hour/Per field)	\$15 / hour	\$20 / hour	\$20 / hour	\$30/hour
5. Game Field Prep Fee, Per Field	\$50 / field	\$75 / field	\$75 / field	\$100/field
6. Bee Creek Batting Cage Rental, Per Hour	\$10 / hour	\$15 / hour	\$15 / hour	\$15/hour
7. Tournament/Event Rate	Contact Parks & Recreation Office for Pricing.			
8. Key Fee (New Annual Fee and Replacement Fee)	\$10 each	\$10 each	\$10 each	\$10 each
9. TAMU Game Day Parking Fee @ a City Facility Parking Lot (City Hall & Wayne Smith Complex & Crompton Park)	\$10 / day	\$10 / day	\$10 / day	\$10 / day
10. TAMU Game Day Parking Fee – Self Contained RV Unit	\$30 / day	\$30 / day	\$30 / day	\$30 / day
~ In addition to the rental fees, a deposit will be charged and paid by the renter <u>in advance of any tournament</u>. The deposit will vary depending on the type and size of the tournament. ~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament. ~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.				

PAVILION RENTALS PER DAY	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. Bee Creek (100); Oaks (40)								
Monday – Thursday	\$100	\$150	\$125	\$250	\$125	\$250	\$150	\$180
Friday – Sunday & Holidays	\$125	\$190	\$150	\$300	\$150	\$300	\$200	\$240
Deposit	\$200	\$300	\$200	\$200	\$200	\$200	\$200	\$200
2. Central (200) / Southwood Pavilions (300)								
Monday – Thursday	\$150	\$225	\$200	\$400	\$200	\$400	\$250	\$300
Friday – Sunday, and Holidays	\$225	\$340	\$250	\$500	\$250	\$500	\$300	\$360
Deposit	\$200	\$300	\$200	\$200	\$200	\$200	\$200	\$200
3. John Crompton Park Pavilion (80)								
Monday – Thursday	\$125	\$190	\$150	\$300	\$150	\$300	\$175	\$210
Friday – Sunday, and Holidays	\$175	\$265	\$200	\$400	\$200	\$400	\$225	\$270
Deposit	\$200	\$300	\$200	\$200	\$200	\$200	\$200	\$200
4. American Pavilion in Veterans Park (500)								
Monday – Thursday	\$250	\$375	\$300	\$600	\$300	\$600	\$350	\$420
Friday – Sunday, and Holidays	\$350	\$525	\$350	\$700	\$350	\$700	\$400	\$480
Deposit	\$400	\$600	\$400	\$400	\$400	\$400	\$400	\$400
Dog Park Rentals – (Steeplechase Park and University Park) Per day	\$150	\$225	\$150	\$300	\$150	\$300	\$150	\$180
6. Transfer / Cancellation Fee Per Change	\$10		\$20		\$20		\$20	
~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.								
~ Deposits are refundable, less the \$20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.								
~ () – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.								

PERMITS & COMMISSIONS	2011	2012-13	2014-15	2016
1. Vendor Permit	\$50	\$50	\$50	\$50
Alcohol Permit (Required when alcohol is served at Lincoln Center, Southwood Center, Conference Center, Wolf Pen Creek and Veterans Park rentals.)	\$55	\$55	\$55	\$55
3. Commissions: (Gross Sales minus Sales Tax)				
Food & Drinks	10 - 15 %	10 - 15 %	10%	10%
Other Goods	10 - 15 %	10 - 15 %	10%	10%
Alcoholic Beverages	20 - 25 %	20 - 25 %	20%	20%

	2011		2012-13		2014-15		2016	
WOLF PEN CREEK	Mon -Thur	Fri-Sun	Mon -Thur	Fri-Sun	Mon -Thur	Fri-Sun	Mon -Thur	Fri-Sun
1. Amphitheater Rentals Per Day:								
Private Rental	\$300	\$400	\$500	\$600	\$500	\$600	\$500	\$600
Non Commercial ~ Benefit Rental	\$600	\$700	\$750	\$900	\$750	\$900	\$750	\$900
Professional/Commercial Rentals	\$1,000	\$1,100	\$1,000	\$1,200	\$1,000	\$1,200	\$1,000	\$1,200
2. Green Room Events ~ Four Hrs or Less								
Non Commercial	\$100	\$125	\$110	\$140	\$110	\$140	\$150	\$200
Commercial	\$125	\$175	\$150	\$200	\$150	\$200	\$200	\$250
3. Green Room Events ~ Five to Twelve Hrs								
Non Commercial	\$250	\$300	\$275	\$325	\$275	\$325	\$300	\$400
Commercial	\$300	\$350	\$325	\$375	\$325	\$375	\$400	\$500
4. The Plaza at Wolf Pen Creek								
Rental (Includes Pavilion and Restrooms)	\$100	\$150	\$110	\$160	\$110	\$160	\$150	\$200
5. Festival Site Rental								
Private Rental	N/A	N/A	N/A	N/A	\$200	\$300	\$200	\$300
Non-Commercial ~ Benefit Rental	N/A	N/A	N/A	N/A	\$400	\$500	\$400	\$500
Private Commercial Rental	N/A	N/A	N/A	N/A	\$600	\$700	\$600	\$700
6. Amphitheater & Festival Site Rental								
Private Rental	N/A	N/A	N/A	N/A	\$600	\$800	\$600	\$800
Non-Commercial ~ Benefit Rental	N/A	N/A	N/A	N/A	\$950	\$1,200	\$950	\$1,200
Private Commercial Rental	N/A	N/A	N/A	N/A	\$1,200	\$1,500	\$1,200	\$1,500
7. Deposit								
For Green Room, Plaza or Festival Site	Varied According to Event				\$200		\$200	
For Amphitheater	Varied According to Event				\$600		\$600	
8. Transfer / Cancellation Fee Per Change	Per Rental Agreement				Per Rental Agreement		Per Rental Agreement	
~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.								
~ A percentage of the gate will be negotiated for commercial events.								
~ Non Commercial is defined as: Non-profit, student, civic or private.								
~ Security deposits are based upon participants/attendees.								

CEMETERY FEES (effective October 1, 2015)		2011	2012-13	2014-15	2016
1. College Station Cemetery:	Standard Space	\$1,125	\$1,250	\$1,375	\$1,450
	Cremate Space	\$350	\$400	\$440	\$440
	Infant Space	\$175	\$200	\$220	\$220
2. Memorial Cemetery of College Station:					
Municipal Section:	Standard Space	\$1,125	\$1,250	\$1,375	\$1,450
" " "	Columbaria Niche	\$690	\$750	\$825	\$825
" " "	Infant Space	\$175	\$200	\$220	\$220
Aggie Field of Honor:	Standard Space	\$2,350	\$2,500	\$2,750	\$3,000
" " "	Columbaria Niche	\$1,380	\$1,500	\$1,650	\$1,650
3. Grave Opening and Closing Fee		N/A	N/A	\$150	\$150
4. Mark the Grave and Set the Monument		N/A	N/A	\$100	\$100
5. Memorial Bench Set Fee		N/A	N/A	\$100	\$100

PARKS & RECREATION DEPARTMENT 2016 REC FUND FEES

ADULT SPORTS PER TEAM	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. Volleyball (No Field Redevelopment Fee Included)	\$210		\$210		\$210		\$225	
2. Softball (Inc. \$95/Team Field Redevelopment Fee)	\$390		\$390		\$390		\$390	
3. Kick Ball (Inc. \$95/Team Field Redevelopment Fee)	\$375		\$395		\$390		\$390	
4. Ultimate Frisbee	NA		NA		NA		\$150	
5. Tennis Lessons Per Person (<i>Moved from Instruction</i>)	\$70	\$105	\$70	\$140	\$70	\$140	\$75	\$90
6. Outside League Field Redevelopment Fee Per Team	\$95	\$190	\$95	\$190	\$95	\$190	\$95	\$114
7. Outside League Per Game Contract Fee	\$10	\$15	\$15	\$30	\$15	\$30	\$15	\$18
8. Transfer/Cancellation/Late Registration Fee	\$10		\$20		\$20		\$20	

Adult sports are registered as a team unless otherwise noted.

AQUATICS PROGRAMS	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. Swim Lessons								
45-Minute Lesson	\$45	\$70	\$45	\$90	\$45	\$90	\$45	\$54
25-Minute Lesson*	\$40	\$60	\$40	\$80	\$40	\$80	\$40	\$48
2. Stroke Clinic	\$50	\$75	\$50	\$100	\$50	\$100	NA	NA
2. Water Fitness					\$50		\$60	
4. Swim Team (No Field Redevelopment Fee)	\$110		\$110		\$125		\$125 (-\$10 each sibling)	
5. Transfer / Cancellation Fee	\$10		\$20		\$20		\$20	

*** Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.**

6. General Admission Per Person (Ages 3 and Up)								
Hallaran/Thomas	\$3		\$3		\$3		\$3	
Adamson	\$6		\$6		\$6		\$6	

****Adamson passes are also valid at Southwood Hallaran and Thomas pools.***

2. Instruction Class Transfer / Cancellation Fee	\$10	\$10	\$20	\$20
	2011	2012-13	2014-15	2016

LINCOLN CENTER	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. After School Program:								
Youth (17 & Under) (Qualifying Families – low income)	\$20	\$30	\$30	\$60	\$30	\$60	\$60/sem \$45/sem	NA
2. Summer Program	\$50	\$100	\$50	\$100	\$50	\$100	\$50/ses	NA
3. Late Pick-up Fee:								
1st Fifteen Minutes	\$5	\$5	\$5	\$10	\$5	\$10	\$5	\$6
Each Additional Minute Thereafter	\$1.00	\$1.00	\$1.00	\$2.00	\$1.00	\$2.00	\$1	\$2
4. Adult (18 & Over) Annual (\$30 quarterly) Membership Pass	\$45	\$70	\$75	\$150	\$75	\$150	\$100	\$120
5. Non-Member Guest Pass Per Day (Youth or Adult)	\$2	\$3	\$2	\$4	\$2	\$4	\$2	\$4
6. Gym Deposit Per Day (8-Hour Block)	\$250	\$375	\$275	\$550	\$275	\$550	\$300	\$360
Half Court Rental per Hour (4-Hour Max)	\$30	\$45	\$40	\$80	\$40	\$80	\$50/hr	\$60/hr
Full Court Rental per Hour (4-Hour Max)	\$40	\$60	\$50	\$100	\$50	\$100	\$75/hr	\$90/hr
All Day Usage (More than 4 Hours)	\$250	\$375	\$275	\$550	\$275	\$550	\$350	\$420
Concession Usage	\$20	\$30	\$20	\$60	\$20	\$60	\$30	\$36
7. Game Room / Multi-purpose Room Rental Per Hour (4-Hour minimum)	\$25/hour	\$40/hour	\$30/hour	\$60/hour	\$30/hour	\$60/hour	\$50/hr	\$60/hr
Deposit	\$75	\$115	\$100	\$200	\$100	\$200	\$200	\$200
8. Community Room Rental Per Hour (3-Hour Max)	\$30	\$45	\$40	\$80	\$40	\$80	\$50/hr	\$60/hr
Deposit	\$100	\$150	\$150	\$300	\$150	\$300	\$200	\$200
Kitchen Fee	\$25	\$40	\$25	\$50	\$25	\$50	\$25	\$30
9. W.A. Tarrow Covered Basketball Pavilion (100) (4 Hours Max)								
Monday – Thursday	\$100	\$150	\$125	\$250	\$125	\$250	\$150	\$180
Friday – Sunday & Holidays	\$125	\$190	\$150	\$300	\$150	\$300	\$200	\$240
Deposit	\$200	\$300	\$200	\$200	\$200	\$200	\$200	\$200

10. Special Event Fee (Funerals, weddings, parties)	\$275	\$415	\$300	\$600	\$300	\$600	NA	NA
11. Adult Fitness Pass	NA		NA		\$100		\$10/mo or \$100/yr	
12. Transportation Fee (CSISD to LRC)	NA		NA		\$50		\$45/sem	
11. Gym or Room Cancellation Fee	\$10.00		\$20		\$20		1/3 of rental	

2011		2012-13		2014-15		2016	
		Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
SOUTHWOOD CENTER-FACILITY RENTALS							
1. Meeting Room Rental, Per Hour	\$25	\$25	\$50	\$25	\$50	\$50	\$60
Deposit	\$50	\$50	\$100	\$50	\$100	\$200	\$200
2. Dance/Game Room Rental, Per Hour	\$35	\$35	\$70	\$35	\$70	\$75	\$90
Deposit	\$50	\$75	\$150	\$75	\$150	\$200	\$200
3. Whole Facility Rental Per Hour (Excludes Computer Lab)	\$75	\$75	\$150	\$75	\$150	\$100	\$120
Deposit	\$75	\$75	\$150	\$75	\$150	\$200	\$200
4. Computer Lab Rental Per Hour	\$15	\$20	\$40	\$20	\$40	\$25	\$30
5. Room or Rental Cancellation Fee	\$10	\$20		\$20		1/3 of rental	
~ Deposits are refundable if the facility is left clean and damage-free. ~ Fees are assessed for special events and field trips.							
SOUTHWOOD CENTER-PROGRAMMING							
1. School Year Teen Membership Pass (Expires May 31)	\$100	\$30	\$60	\$30	\$60	\$30/sem	NA
2. Summer Teen Membership Pass	N/A	\$20	\$40	\$20	\$40	\$20	NA
3. Non-Member Guest Pass Per Day Teen or Senior	\$2	\$2	\$4	\$2	\$4	\$2	\$3
4. Late Pick-up Fee:							
1 st Fifteen Minutes	N/A	\$5	\$10	\$5	\$10	\$5	\$6
Each Additional Minute Thereafter	N/A	\$1	\$2	\$1	\$2	\$1	\$2
5. Senior Annual Membership Pass	N/A	\$20	\$40	\$20	\$40	\$25	\$30
6. Bus Pass (25 Rides)	N/A	\$50	\$100	\$50	\$100	\$50	\$60
7. Bus, per Ride	N/A	N/A	N/A	\$2.50		\$2.50	

YOUTH SPORTS PER CHILD	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. Basketball / Youth Volleyball / Per Child	\$60		\$60		\$60		\$60	
2. Flag Football (Includes \$10 Field Redevelopment Fee)	\$60		\$60		\$70		\$70	
3. Outside League Field Redevelopment Fee Per Child ~ All Sports	\$10		\$10		\$10		\$10	
4. Challenger Sports (Basketball, Bowling, Soccer)	\$15		\$15		\$15		\$15	
5. USTA Tennis League	\$100	\$150	\$100	\$200	\$100	\$200	\$100	\$120
6. Tennis Lessons	\$70	\$105	\$70	\$140	\$70	\$140	\$75	\$90
7. Youth Sports Transfer/Cancellation Fee Per Child	\$10		\$20		\$20		\$20	

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**1. Article I. In General****a. Sec. 34-2(c). Encroachments upon easements.**

- i. Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **\$810.00**

b. Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.

- i. Any application shall be processed for a fee of **\$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair**a. Sec. 34-36(b). Driveways.**

- i. The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records.

3. Article III. Right-of-Way Use**Division 2. Permit****a. Sec. 34-100. Fee.**

- i. The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **\$380.00**

b. Sec. 34-102(14). Conditions.

- i. If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **\$35.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. Article IV. Utility Right-of-Way Use
Division 2. Registration and Construction Permits
Subdivision II. Construction Permits

a. Sec. 34-190(b). Generally.

- i.** The registration fee of **\$50.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
- ii.** The construction permit fee of **\$850.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. Article V. Parades and Motorcades
Division 2. Permit

a. Sec. 34-248. Fee.

- i.** Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **\$100.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. Article II. Stopping, Standing and Parking

Division 3. Northgate Area

a. **Sec. 38-106. Northgate Promenade Parking Lot fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street.
 1. Per hour fee up to **\$3.50** per hour.
 2. Special event fee up to **\$25.00** per day.
 3. Game day fee up to **\$25.00** per day.

b. **Sec. 38-107. Northgate Parking Garage fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
 1. Per hour fee up to **\$3.00** per hour.
 2. Lost ticket fee up to **\$25.00** per day.
 3. Special event fee up to **\$25.00** per day.
 4. Game day fee up to **\$25.00** per day.
- ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
 1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **\$2,000.00** annually, or up to **\$700.00** per semester or up to **\$200.00** per month.
 2. Daytime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month.
 3. Charge a non-refundable administrative fee up to **\$50.00** upon execution of a license agreement to park in the garage.

c. **Sec. 38-108. Northgate on-street parking fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts set below established. The following fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North.
 1. Per hour fee up to **\$3.50** per hour.
 2. Special event fee up to **\$25.00** per day.
 3. Game day fee up to **\$25.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

- a. Sec. 40-3(c). Creation of municipal utility districts.
 - i. Reimbursement for expenses.
 - 1. Petition to create district. Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **\$30,260.00**
 - 2. Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **\$30,260.00**
 - 3. Infrastructure plan review and inspection fee. The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. - **1.5% of infrastructure cost (\$600.00 minimum)**

b. Sec. 40-4. Roadway Maintenance Fee.**LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE**

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini- Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/M ulti-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing- Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing- Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Midd le School (1- 8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Vete rinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical- Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Serv ice Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Serv ice Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Serv ice Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive- Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit- Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Dr ugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Dr ugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

	Vehicle Miles Traveled	Monthly Charge
Nonresidential		
Tier I	0 - 23.99	\$17.23
Tier II	24.00 - 43.99	\$38.71
Tier III	43.99 - 90.99	\$74.71
Tier IV	91.00 - 223.99	\$152.39
Tier V	224.00+	\$250.00
Residential		
Single Family	Flat Fee/Dwelling Unit	\$7.78
Multi-Family	Flat Fee/Dwelling Unit	\$6.10

c. Sec. 40-11. Payment of bills.

- i. Payments must be received at the Utility Customer Service Office on or before the due date to avoid late charges. Payments received after the due date will be assessed a penalty equaling ten percent of the current monthly charges with a minimum charge of **\$3.00**.

d. Sec. 40-12. Returned check fee.

- i. A fee of **\$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.
- ii. Credit Card Charge Back Fee - **\$25.00**

e. Sec. 40-13(b). Disconnection and reconnections.

- i. A **\$25.00** delinquent fee will be charged on each residential account.
- ii. A **\$150.00** delinquent fee will be charged on each commercial account.

2. Article II. Water and Sewer Service**Division 2. Rates, Usage Charges and Fees****a. Sec. 40-63. Connection fees required for water service.**

- i. Residential customers. Water connection fee **\$10.00**.
- ii. Commercial and industrial customers. Water connection fee **\$20.00**.

b. Sec. 40-64. Rates for water service.

- i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
- ii. Service charge: established in Section 2-117.

<u>Meter Size</u>	<u>Service Charge</u>
1. $\frac{3}{4}$ inch	\$10.19 per month
2. 1 inch	\$12.78 per month
3. 1.5 inch	\$19.03 per month
4. 2 inch	\$30.05 per month
5. 3 inch	\$94.84 per month
6. 4 inch	\$140.90 per month
7. 6 inch	\$171.53 per month
8. 8 inch	\$171.53 per month

- iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:
 - 1. **\$2.26** per 1,000 gallons for usage from 0—10,000 gallons
 - 2. **\$2.94** per 1,000 gallons for usage from 11,000—15,000 gallons
 - 3. **\$3.61** per 1,000 gallons for usage from 16,000—20,000 gallons
 - 4. **\$4.28** per 1,000 gallons for usage from 21,000—25,000 gallons
 - 5. **\$4.96** per 1,000 gallons for usage of 26,000 gallons and more
- iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:
 - 1. **\$2.49** per 1,000 gallons
- v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:
 - 1. **\$2.68** per 1,000 gallons
 - 2. **\$2.49** per 1000 Residential Multifamily 3 plus units

c. Sec. 40-65. Rates for sewerage service.

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
 - 1. Service charge: **\$20.28** for first 4,000 gallons of water metered.
 - 2. Usage charge: **\$4.06** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.

3. Maximum billing: **\$44.64** cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$25.80**.
 - iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$16.10**.
 - iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:
 - 1. Service charge as **\$17.40** per month.
 - 2. Usage charge as **\$4.06** per 1,000 gallons of water usage.
 - v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
 - 1. Service charge as **\$17.40** per month.
 - 2. Usage charge as **\$4.83** per 1,000 gallons of water usage.
 - vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
 - 1. Service charge as **\$17.40** per month.
 - 2. Usage charge as **\$4.83** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
 - vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
 - 1. 0—5,000 gallons per month **\$20.28**
 - 2. 5,001—7,000 gallons per month **\$28.39**
 - 3. 7,001—9,000 gallons per month **\$36.51**
 - 4. 9,001—10,000 > gallons per month **\$44.64**
 - viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$49.05**.
 - ix. All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay **1.15 times** the amounts set forth above.

d. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.

- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.

- 1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

Meter Size	Charge
a. ¾ inch	\$607.00
b. 1 inch	\$739.00
c. 1 ½ inch	\$2,001.00
d. 2 inch	\$2,961.00

- 2. For three-inch and larger water meters, a **\$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by the City before meter is placed into service.

- ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

Sewer Connection Size	Charge
a. 4 inch / RESIDENTIAL	\$350.00
b. 6 inch / NONRESIDENTIAL	\$100.00

e. Sec. 40-67. Fire flow testing.

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.
 - 1. Fire Flow Test Fee: **\$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention**f. Sec. 40-244. Cross-connection control program fees.**

- i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **\$25.00** per each separate device.
- ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **\$50.00**.
- iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **\$25.00** each. Other forms may be used with prior approval from the City.
- iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **\$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.
- v. Fire Hydrant Meter Connection Fee - **\$400.00**

3. Article III. Electric System

Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- i. Character of service. A.C., 60 cycles per second, single phase, 120/240 volts. At City's discretion, apartments may be served at single phase, 120/208 volts for multifamily developments served from three-phase transformation.
 1. Service charge, **\$7.00** per month; plus
 2. Energy charge, **\$0.1169** per kWh for all kWh, except **\$0.1123** per kWh for all kWh in the billing months of November through April.
- ii. Electric rider: Wind Watts Wind Energy Rider.
- iii. Rate. Same rate as for residential customers plus the monthly Wind Watts charge for the appropriate participation level:
 1. 10%: **\$0.1174** per kWh for all kWh, except **\$0.1128** per kWh for all kWh in the billing months of November through April.
 2. 50%: **\$0.1194** per kWh for all kWh, except **\$0.1148** per kWh for all kWh in the billing months of November through April.
 3. 100%: **\$0.1219** per kWh for all kWh, except **\$0.1173** per kWh for all kWh in the billing months of November through April.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- i. The individual energy charge per residential unit shall thence be computed on the basis of the average kilowatt-hour usage per month per residential unit figured at the rate established in Section 2-117:
 1. **\$0.1169** per kWh for all kWh, except
 2. **\$0.1123** per kWh for all kWh in the billing months of November through April.
- ii. The total monthly bill shall thence be determined by multiplying the energy charge per residential unit computed under the above rate by 85 percent of the number of permanently constructed residential units, and thence adding the service charge **\$100.00** per month per master meter.
- iii. Same rate as for small commercial customers plus the monthly Wind Watts charge for the appropriate participation level:
 1. 10%: **\$0.1174** per kWh for all kWh, except **\$0.1128** per kWh for all kWh in the billing months of November through April.
 2. 50%: **\$0.1194** per kWh for all kWh, except **\$0.1148** per kWh for all kWh in the billing months of November through April.
 3. 100%: **\$0.1219** per kWh for all kWh, except **\$0.1173** per kWh for all kWh in the billing months of November through April.

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- i. Service charge. **\$9.00** per month; plus
- ii. Energy charge. First 1,000 kWh **\$0.1344** per kWh, **\$0.1028** per kWh for all kWh over 1000.
- iii. Rate. Same rate as for small commercial customers plus the monthly Wind Watts charge for the appropriate participation level.

1. 10%: First 1,000 kWh **\$0.1349**, **\$0.1033** all additional kWh
2. 50%: First 1,000 kWh **\$0.1369**, **\$0.1053** all additional kWh
3. 100%: First 1,000 kWh **\$0.1394**, **\$0.1078** all additional kWh

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

- i. Rate
 1. Service charge. **\$25.00** per month; plus
 2. Demand charge. **\$10.40** per kW of monthly billing demand; plus
 3. Energy charge. **\$0.0729** per kWh for all kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$181.00** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. Same rate as for medium commercial customers plus the monthly Wind Watts charge established in Section 2-117 for the appropriate participation level.
 1. 10%: **\$0.0734/kWh**
 2. 50%: **\$0.0754/kWh**
 3. 100% **\$0.0779/kWh**

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

- i. Service charge: **\$75.00** per month; plus
- ii. Demand charge: **\$10.40** per kW of monthly billing demand; plus
- iii. Energy charge: **\$0.0703** per kWh for all kWh.
- iv. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$3,195.00** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- v. Rate. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
 1. On-peak demand charge: **\$6.65**; plus
 2. Off-peak demand charge: **\$3.75**.
- vi. Rate. Same rate as for large commercial customers plus the monthly Wind Watts charge established in Section 2-117 for the appropriate participation level.
 1. 10%: **\$0.0708/kWh**
 2. 50%: **\$0.0728/kWh**
 3. 100%: **\$0.0753/kWh**

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

- i. Rate.
 1. Service charge: **\$250.00** per month; plus
 2. Demand charge: **\$9.85** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0682** per kWh for all kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:
 1. **\$15,034.85** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. Rate. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.
 1. On-Peak Demand Charge: **\$6.65**, plus
 2. Off-Peak Demand Charge: **\$3.75**
- iv. Rate. Same rate as for industrial customers plus the monthly Wind Watts charge established in Section 2-117 for the appropriate participation level.
 1. 10%: **\$0.0687/kWh**
 2. 50%: **\$0.0707/kWh**
 3. 100%: **\$0.0732/kWh**

g. Sec. 40-321. Electric Rate Schedule SL (security lights).

- i. The rates per month per light are established in Section 2-117.
 1. 100 Watt **\$11.25**
 2. 200 Watt **\$16.50**
 3. 400 Watt **\$33.00**

h. Sec. 40-323. Electric Rate Schedule PQF.

- i. Rate. The City will pay the QF producer for all power purchased at the following rates:
 1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
 2. Energy. The metered output from the producer will be purchased at a rate equal to the City's total energy and transmission delivery cost divided by the total kilowatt-hours purchased, as calculated from the most recent wholesale power bill. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.

i. Sec. 40-325. Electric Rate Schedule SRE.

- i. Rate.** In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:

- 1.** Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.
- 2.** The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

4. Article IV. Solid Waste Collection and Disposal

Division 2. Waste Collection Generally

a. Sec. 40-389. Residential collection generally.

- i.** Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **\$13.20**

b. Sec. 40-391. Commercial collection.

- i.** If a container is unserviceable, such as being blocked or containing prohibited items, the City truck shall return to empty the container only after the container is clear from other vehicles and/or prohibited items are removed from the container for a fee as established in Section 2-117. - **\$10.10**

c. Sec. 40-395. Unprepared solid waste.

- i.** The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **\$66.00**

d. Sec. 40-399. Small animals.

- i.** Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **\$20.00**
- ii.** Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **\$20.00**

Division 4. Rates and Charges

e. Sec. 40-495. Generally.

- i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

\$14.40	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
\$10.10	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
\$14.40	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
\$6.75	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
\$14.95	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

f. Sec. 40-496. Commercial collection rates.

- i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	Frequency of Collection	Monthly Rate
Ninety gallon automated	1	\$18.00
	2	\$37.00
	3	\$55.00
	4	\$72.00

	5	\$90.00
	6	\$106.00
300/400 gallon automated or two cubic yard non compactor	1	\$132.00
	2	\$174.00
	3	\$212.00
	4	\$250.00
	5	\$290.00
	6	\$336.00
Four cubic yard non compactor	1	\$166.00
	2	\$220.00
	3	\$271.00
	4	\$329.00
	5	\$386.00
	6	\$436.00
Eight cubic yard non compactor	1	\$204.00
	2	\$283.00
	3	\$362.00
	4	\$439.00
	5	\$519.00
	6	\$595.00
Two cubic yard compactor	1	\$138.00
	2	\$274.00
	3	\$412.00
	4	\$549.00
	5	\$684.00
	6	\$822.00
Four cubic yard compactor	1	\$184.00
	2	\$370.00
	3	\$554.00
	4	\$739.00
	5	\$925.00
	6	\$1110.00
Six cubic yard compactor	1	\$248.00
	2	\$499.00
	3	\$748.00
	4	\$997.00
	5	\$1245.00
	6	\$1494.00

g. Sec. 40-497. Additional charges.

- i.** The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:
 - 1.** Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - **\$14.95-** plus **\$3.16** per access after six or more times to access
 - 2.** Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **\$3.28**
 - 3.** Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **\$3.51**
 - 4.** Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **\$3.74**
 - 5.** Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **\$20.00**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
 - 6.** Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **\$13.20**
 - 7.** Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **\$19.85**
 - 8.** Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **\$26.00**
 - 9.** Additional fee for delivery and set-up on any City-owned, roll-off container. - **\$33.00**
 - 10.** Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **\$26.00**
 - 11.** Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **\$33.00**
 - 12.** Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **\$40.00**
 - 13.** Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **\$46.30**
 - 14.** Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **\$53.00**
 - 15.** Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **\$60.00**
 - 16.** Unprepared solid waste minimum charge. - **\$66.00**
 - 17.** All roll-off container service per load plus current per-ton landfill charge. - **\$153.00**

5. Article V. Drainage Utility

a. Sec. 40-524. Rates.

- i. All charges shall be made in accordance with the classification of properties by the following categories:
 1. Residential service shall be charged on the basis of a set fee per residential unit.
 - a. Each single-family detached residential unit and each duplex residential unit: **\$5.00** per month.
 - b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **\$2.25** per month.
 2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. **\$2.35/1,000** sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

1. Article V. Single-Family and Duplex Unit Rental Registration

a. Sec. 103-242(d). Annual registration required.

- i. A fee of \$15.00 shall be assessed at the time of any required registration.**

Legislation Details (With Text)

File #:	17-0429	Version:	1	Name:	Ordinance - Wireless Facilities in Public Rights-of-Way
Type:	Ordinance	Status:			Agenda Ready
File created:	8/2/2017	In control:			City Council Regular
On agenda:	8/10/2017	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of an ordinance establishing infrastructure standards and requirements for wireless facilities located in the public rights-of-way.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of an ordinance establishing infrastructure standards and requirements for wireless facilities located in the public rights-of-way.

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy

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

Summary:

Texas Senate Bill (SB) 1004 created a new chapter 284 in the Texas Local Government Code and was signed by the Governor on June 9, 2017. With an effective date of September 1, 2017, this new law imposes regulations of what are commonly referred to as “small cell antennas” or “distributed antenna systems” (defined in the bill as “Network Nodes,” “Node Support Poles,” and “Transport Facilities”). SB 1004 sets the amount of compensation cities can receive from the providers of wireless services using these facilities and the public rights-of-way.

The ordinance implements certain statutory requirements, fees, rates, and infrastructure standards for siting, installation, operation, and maintenance of network nodes in the public rights-of-way. It includes:

- Requirements for size, height, placement and operation of network nodes and support poles
- Relocation requirements (at network operators own expense)
- Location requirements and restrictions for certain parks and neighborhood areas
- Provisions establishing preferred and discouraged network node locations
- Aesthetic requirements

- Installation and inspection requirements
- The protection of public safety, health, and welfare
- Application fees: \$500 (includes five nodes)
 - \$250 each additional node
 - \$1,000 for each new pole
- Collocation Fee: \$20 per year, per service pole
- Public Rights-of-way usage rate: \$250 per year, per node;
- Network Transport Facilities (backhaul): \$28 per month, per node

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: N/A

Attachments:

1. The ordinance will be available for review in the City Secretary's Office and copies will be available at the Council Meeting.

Legislation Details (With Text)

File #:	17-0413	Version:	1	Name:	PDD Amendment – Chimney Hill Development
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	7/26/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan and related text for approximately 8 acres in the Chimney Hill Retail Plaza, generally located at 701 & 715 University Drive East.				
Sponsors:	Madison Thomas				
Indexes:					
Code sections:					
Attachments:	Background Information Aerial and Small Area Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan and related text for approximately 8 acres in the Chimney Hill Retail Plaza, generally located at 701 & 715 University Drive East.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their July 20, 2017 meeting and voted 6-0 to recommend approval.

Summary: This PDD Planned Development District request amends the existing PDD to realign it with the current vision for the site. This property was previously owned by the City of College Station and was sold in 2014 in conjunction with an adopted economic development agreement that provided an additional level of regulation with the PDD. However, due to the changed direction for the development, the City Council recently approved an agreement to terminate the economic development agreement.

REZONING REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as General Commercial on the Comprehensive Plan's Future Land Use and Character Map and is within the area identified as the Hospitality Corridor along University Drive East. The proposed project has sought to redevelop an aging shopping center along one of the College Station's primary image corridors. The site was originally constructed in the late 1970s and the proposed project will retain mostly commercial retail uses, but is allowed to develop some residential uses that provides a mix of uses in line with an urban development pattern.

The subject property is surrounded by thoroughfares and developed property zoned GC General Commercial with OV Corridor Overlay. The proposed development will continue the commercial nature of the immediate vicinity while allowing residential uses in which the parking will be accommodated within a parking garage. Given the amount of access and proximity to major thoroughfares, commercial uses remain suitable for this centrally located property. A greater intensity of uses though, is commonly needed to support the costs associated with a redevelopment project of this nature. While marketable as a commercial-only property, the opportunity provided by redevelopment allows for the creation of a unique, destination-based development along one of the City's main corridors.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The uses requested for the PDD are those allowed under the current PDD that utilizes a base zoning district of GC General Commercial and R-6 High Density Multi-Family. Given the current development pattern of the area being primarily commercial retail and office uses, the proposed uses of the subject property are compatible.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The property is located at the intersection of a 6-lane Major Arterial, University Drive, and 4-lane Minor Arterial, Tarrow Street. This is a suitable location for a large scale commercial development that could serve as an anchor for the University Drive Corridor and hopefully spur the redevelopment of other underutilized properties in an area that is beginning to show a demand for increased urban development.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The size and location of the property is suitable for intense commercial and residential uses. With its location at the intersection of two thoroughfares, the uses allowed under the General Commercial and R-6 High Density Multi-Family zoning districts are suitable for this property with the modifications listed in the Concept Plan notes.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently marketable various commercial and residential uses under the existing PDD Planned Development District. The purpose of the request is to amend the concept plan and existing language to align the ordinance with the current vision for the development.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is a 12-inch water line along East Tarrow, a 20-inch water line along Tarrow Street, and an 8-inch sanitary sewer line off East Tarrow to

serve the property. Storm drainage is to Burton Creek and post-development flows will not be able to exceed pre-development flows. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructure appear to have capacity to adequately serve the proposed change of use at this time.

Access to the subject tract will be via Tarrow Street, East Tarrow, and University Drive East. A Traffic Impact Analysis (TIA) was submitted as part of this rezoning application. Based on the analysis, an additional right-turn lane is required on Tarrow Street for the southbound approach to University Drive East as it falls below the acceptable level of service with the forecasted and site-generated traffic. A right-turn deceleration lane will be required for the proposed consolidated driveway from University Drive East due to the anticipated volume of right turns into the site.

SUMMARY OF EXISTING PDD AND CONCEPT PLAN (The change with this request is shown in bold)

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. The request is revising the Concept Plan to eliminate specific building footprints and building locations to allow more flexibility with site development. In proposing a PDD, an applicant may also request variations to the general site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development.

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

- The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
- The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
- The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
- Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
- The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
- The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
- The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

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

“The purpose and intent of the PDD is to encourage the redevelopment of an existing underperforming retail center along the University Drive Hospitality Corridor. The new development will provide a destination for residents and visitors to shop, dine, live, and recreate in a more urban environment. Introducing high density residential land uses and more urban development standards will incent the major reinvestment of an underutilized property in a prominent area of College Station.”

The Concept Plan proposes three main quadrants that will be utilized for building area and other accessory site development features such as parking and drive aisles and areas for landscaping. These quadrants will be further defined with a replat that will subdivide the property creating smaller internal lot boundaries. The two driveways along University Drive East will be consolidated into one with a right-turn deceleration lane provided. The existing driveway location on East Tarrow with left-turn lane will remain and three new driveways are proposed along Tarrow Street. Such drives will align with the existing drives and/or streets located on the opposite side of Tarrow Street (and “Opposite Left Drive”) or will be offset at least one hundred twenty-five feet (125’) from such Opposite Left Drive. The Concept Plan attached is conceptual in nature and, accordingly the number and configuration of the building and parking areas may not be exactly as shown on the Concept Plan.

Base Zoning and Meritorious Modifications

The development will utilize GC General Commercial and R-6 High Density Multi-Family as the base zoning districts.

Permitted Uses

GC General Commercial uses along with multi-family land uses as allowed in R-6 High Density Multi-Family Permitted are permitted Note: the previous PDD planned for a pedestrian-oriented outdoor plaza designed for community events that include a pavilion, tower architectural feature, outdoor sales, display and other park-like amenities. This feature is no longer being provided with the revisions made in the new zoning request.

Density

The maximum residential density is 30 units per acre as per the R-6 High Density Multi-Family zoning district.

Setbacks

Instead of standard zoning setbacks, the applicant has proposed:

Minimum Front Setback (along University Drive East)	20 feet (normally 25 feet)
Minimum Side Setback (between buildings)	7.5 feet
Minimum Side Street Setback (along East Tarrow)	15 feet
Minimum Rear Setback (along Tarrow Street)	10 feet (normally 15 feet)

Height

Building height will be regulated by GC General Commercial and R-6 High Density Multi-Family base zoning districts. Building heights will range between one and eight stories. Note: the previous PDD proposed a maximum building height of seven stories.

Minimum Driveway Throat Length

A minimum driveway throat length (also known as throat depth) as defined in UDO Section 12-7.4.C.7.h. of forty (40) feet is required on all entry drives connecting to Tarrow Street and East Tarrow Street, except for the entry drive on Tarrow Street located closest to University Drive which may have a minimum driveway throat length of thirty-five (35) feet provided a second entry drive from Tarrow Street to the Property is constructed.

Sidewalks

Sidewalks shall only be required in the development along University Drive and along one side of the interior access drive that connects University Drive to the internal traffic circle. Additionally as shown on the Concept Plan, sidewalks are being provided along East Tarrow with this development. The Bicycle Pedestrian and Greenways Master Plan identifies sidewalks along the entire perimeter of the development. The applicant is requesting to not provide sidewalks along Tarrow Street.

Parking

Parking for multi-family residential uses will be as follows per unit: 1 parking space for the first bedroom in the unit and 0.5 parking space for each additional bedroom in the unit. A “unit” is considered to be a multi-family housing unit containing one or more bedrooms, a kitchen and common living areas. Non-residential parking will be 1 parking space per 250 gross square feet with no increase for restaurants and more intense commercial uses as defined by the Unified Development Ordinance.

Other Meritorious Modifications

Off-Street Parking Standards: Minimum parking lot setback is reduced to 8 feet along Tarrow Street with double landscape islands not being required every seven parking spaces.

Right-of-Way Dedication: No additional right-of-way is anticipated for University Drive East, East Tarrow, or Tarrow Street unless needed for the additional turn-lane mitigation.

Non-Residential Architecture Standards: Accessory buildings and parking garages are exempt from the requirements except that parking garages may be constructed of a pre-cast concrete product and painted to complement abutting buildings.

Signage

The sign regulations for the base zoning districts of GC General Commercial and R-6 High Density Multi-Family will be utilized for this development with the following modifications:

- Signs may be approved administratively by staff with appeals to staff’s interpretations to be considered by the Design Review Board;
- Wayfinding signage (UDO Section 12-7.5.AA Campus Wayfinding Signs) is permitted for this development and may also be located at street intersections including driveways with parking;
- In addition to one freestanding sign, low profile signs are allowed at one per building;
- Light pole signage may be utilized along the interior access drives and traffic circle only

and is limited to a maximum of 14 light pole signs with 36 square feet per light pole. These signs are not in lieu of freestanding signage, and are intended as development identification and special event signage, will not be utilized for tenant signage, and do not count against attached signage. (Note: This signage was originally being utilized as part of the pedestrian plaza that was proposed with the original PDD. This signage is intended to be utilized for the same purposes, but placed along the interior drive aisle instead of the surrounding the plaza.)

- Apartment Identification signage is allowed with two detached signs - one placed at University Drive East and East Tarrow and a second placed at University Drive East and Tarrow Street only advertising the subdivision, development, or area. No commercial tenant advertising shall occur on the Apartment Identification signs; and
- Attached signage is permitted for all residential and non-residential buildings.
 - o The residential portion of the public entry façade shall be calculated in the allowance for attached signage square footage.
 - o The facades of the commercial-only buildings along University Drive East are to be included in the public entry façade calculation.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request with the condition that Sidewalks be added to the Concept Plan along Tarrow Street, as identified on the Bicycle, Pedestrian and Greenways Master Plan.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Small Area Map and Aerial
3. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: July 20, 2017
Advertised Council Hearing Dates: August 10, 2017

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

Chimney Hill HOA
Villas of Chimney Hill HOA

Property owner notices mailed: 23
Contacts in support: None at the time of staff report.
Contacts in opposition: None at the time of staff report.
Inquiry contacts: Two

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Tarrow Street)	Suburban Commercial	GC General Commercial	Office buildings
South (across University Dr. E)	General Commercial	GC General Commercial with OV Corridor Overlay	Shopping center and restaurants
East (across East Tarrow Street)	General Commercial	GC General Commercial with OV Corridor Overlay	Hotel
West (across Tarrow Street)	General Commercial	GC General Commercial	Bank, shopping center including former Albertson's grocery

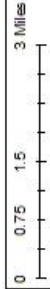
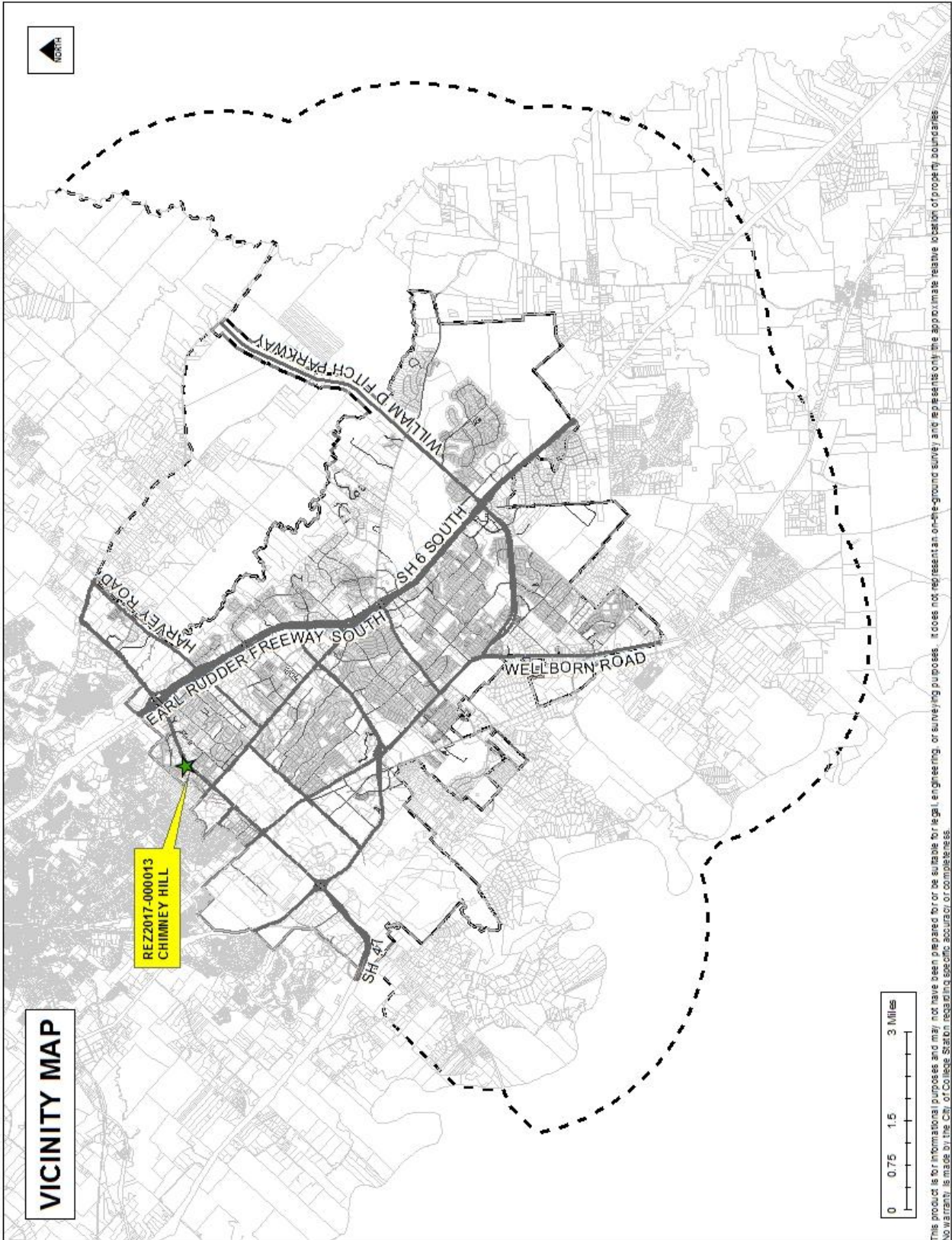
DEVELOPMENT HISTORY

Annexation: 1956
Zoning: GC General Commercial with OV Corridor Overlay
PDD Planned Development District 2014
Final Plat: 1975 with replats in 1984 & 1985
Site development: Majority of the site is vacant as a result of the demolition of the previous shopping center. There is one building remaining on the property being The Republic restaurant. This will remain until their new building is constructed on site.

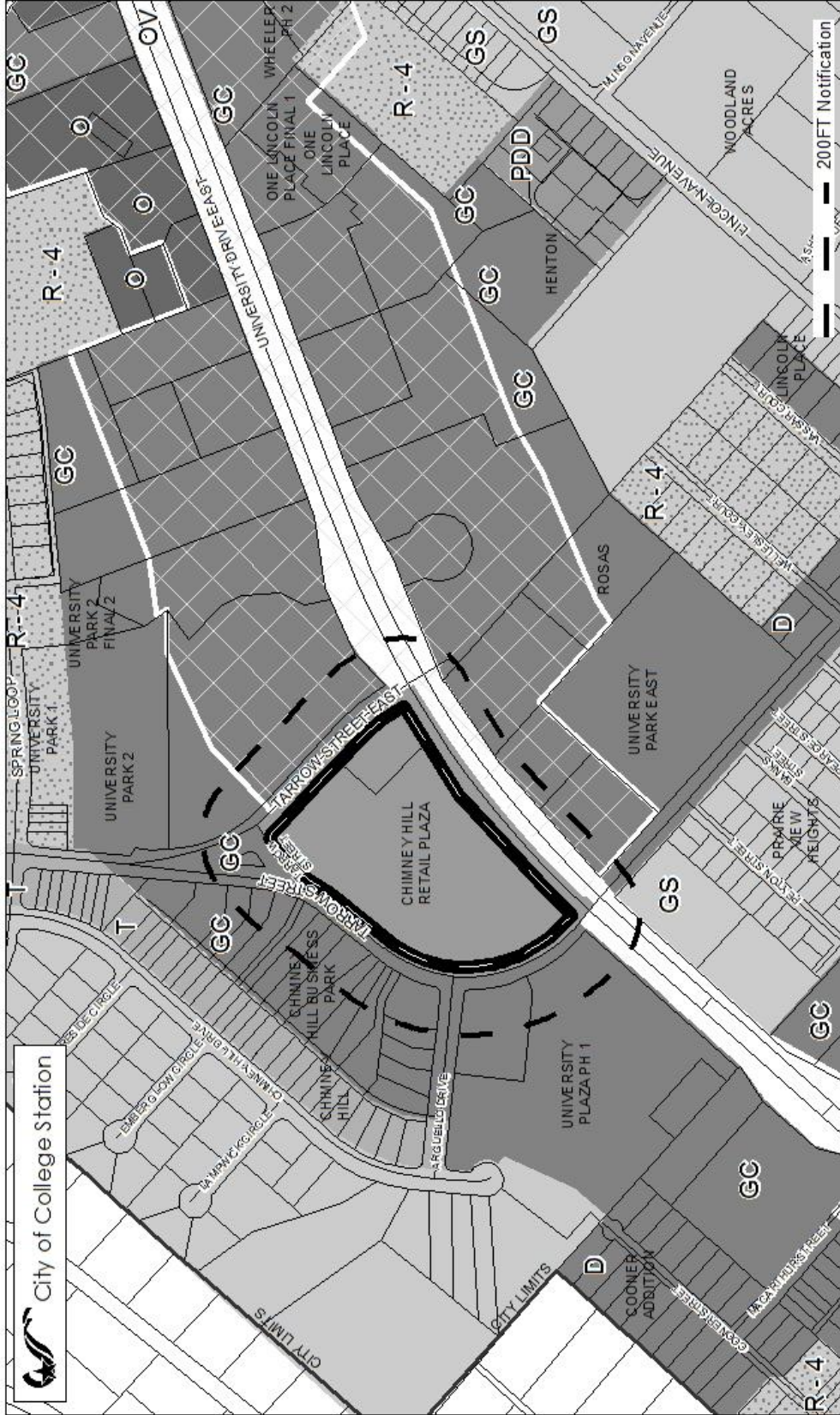


VICINITY MAP

REZ2017-000043
CHIMNEY HILL



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



ZONING DISTRICTS (in Grayscale)									
Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts		
R Rural	MHP	Manufactured Home Pk.	BP	Business Park	WP-C WolfPen Creek Dev. Cor.	OV Corridor Ovr.	R-1B Single Family Residential		
E Estate			BPI	Business Park Industrial	NG-1 Core Northgate	RDD Redevelopment District	R-4 Multi-Family		
RS Restrictd Suburban	Non-Residential		C-U	College and University	NG-2 Transitional Northgate	KO Krenek Tap Ovr.	R-6 High Density Multi-Family		
GS General Suburban	NAP Natural Area Protected				NG-3 Residential Northgate	NPO Nbrhd. Prevailing Ovr.	RD Research and Dev.		
D Duplex	O Office		Planned Districts			NCO Nbrhd. Conservation Ovr.	M-1 Light Industrial		
T Townhome	SC Suburban Commercial		P-MUD Planned Mixed-Use Dist.			HP Historic Preservation Ovr.	M-2 Heavy Industrial		
MF Multi-Family	GC General Commercial		PDD Planned Develop. Dist.						

0 400 800 Feet

CHIMNEY HILL

Case: REZ2017-000013

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT TO AMEND THE CONCEPT PLAN AND RELATED TEXT FOR APPROXIMATELY 8 ACRES IN THE CHIMNEY HILL RETAIL PLAZA LOTS 1-4, BLOCK 1 GENERALLY LOCATED AT 701 & 715 UNIVERSITY DRIVE EAST; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", and as described in Exhibit "B" and shown graphically Exhibit "C" and Exhibit "D", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 10th day of August, 2017

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

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

The following property is rezoned from PDD Planned Development District to PDD Planned Development District.

Chimney Hill Retail Plaza Lots 1-4, Block 1

EXHIBIT “B” Rezoning Description

The purpose and intent of the PDD is to encourage the redevelopment of an existing underperforming retail center along the University Drive Hospitality Corridor. The new development of approximately 8 acres to be subdivided into two or more lots will provide a destination for residents and visitors to shop, dine, live, and recreate in a more modern environment. Introducing high density residential land uses and more modern development standards will incent the major reinvestment of an underutilized property in a prominent area of College Station.

The Concept Plan proposes to demolish the existing buildings and construct commercial outparcels, with some uses being up to eight stories, in phases. The two driveways along University Drive East will be consolidated into one driveway with a right-turn deceleration lane provided. The existing driveway location on East Tarrow with left-turn lane will remain. New driveways are proposed along Tarrow Street. Such drives will align with the existing drives and/or streets located on the opposite side of Tarrow Street (an “Opposite Left Drive”) or will be offset at least one hundred twenty-five feet (125’) from such Opposite Left Drive. The Concept Plan attached as Exhibit “C” is conceptual in nature and, accordingly, the lot lines, building areas, drives and parking areas of the Development may not be in the exact numbers and locations shown on the Concept Plan.

Base Zoning and Meritorious Modifications

The development will utilize GC General Commercial and R-6 High Density Multi Family as the base zoning districts. Through the PDD, the following meritorious modifications have been granted:

Permitted Uses

GC General Commercial uses along with multi-family land uses as allowed in R-6 High Density Multi-Family zoning are permitted.

Density

The maximum residential density for the development is 30 units per acre to be calculated based on the entire acreage of the Property and the total maximum number of units may be located on any one or more lots within the Property.

Setbacks

Instead of standard zoning setbacks, the following will apply:

Minimum Front Setback (along University Drive East):	20 feet
Minimum Side Setback (between buildings):	7.5 feet
Minimum Side Street Setback (along East Tarrow Street):	15 feet
Minimum Rear Setback (along Tarrow Street):	10 feet

Height

Building height will be regulated by GC General Commercial and R-6 High Density Multi-Family base zoning districts. Building heights will range between one and eight stories.

Minimum Driveway Throat Length

A minimum driveway throat length (also known as throat depth) as defined in UDO Section 12-7.4.C.7.h. of forty (40) feet is required on all entry drives connecting to Tarrow Street and East Tarrow Street, except for the entry drive on Tarrow Street located closest to University Drive which shall have a minimum driveway throat length of thirty-five (35) feet provided a second entry drive from Tarrow Street to the Property is constructed.

Sidewalks

Sidewalks shall only be required in the development along University Drive and along one side of the interior access drive that connects University Drive to the internal traffic circle.

Parking

Parking for multifamily, residential uses will be as follows per unit: 1 parking space for the first bedroom in the unit and 0.5 parking spaces for each additional bedroom in such unit. A “unit” is considered to be a multifamily housing unit containing one or more bedrooms, a kitchen and common living areas. Non-residential parking will be 1 parking space per 250 gross square feet with no increase for restaurants and other more intense commercial uses as defined by the Unified Development Ordinance.

Off-Street Parking Standards: Minimum parking lot set back is reduced to 8 feet along all streets with double landscape islands not being required every 7 parking spaces.

Right-of-Way Dedication: No additional right-of-way is anticipated for University Drive East, East Tarrow Street, or Tarrow Street unless needed for the additional turn-lane mitigation.

Non-Residential Architecture Standards: Accessory buildings and parking garages are exempt from the requirements except that parking garages must be painted to complement abutting buildings.

Signage

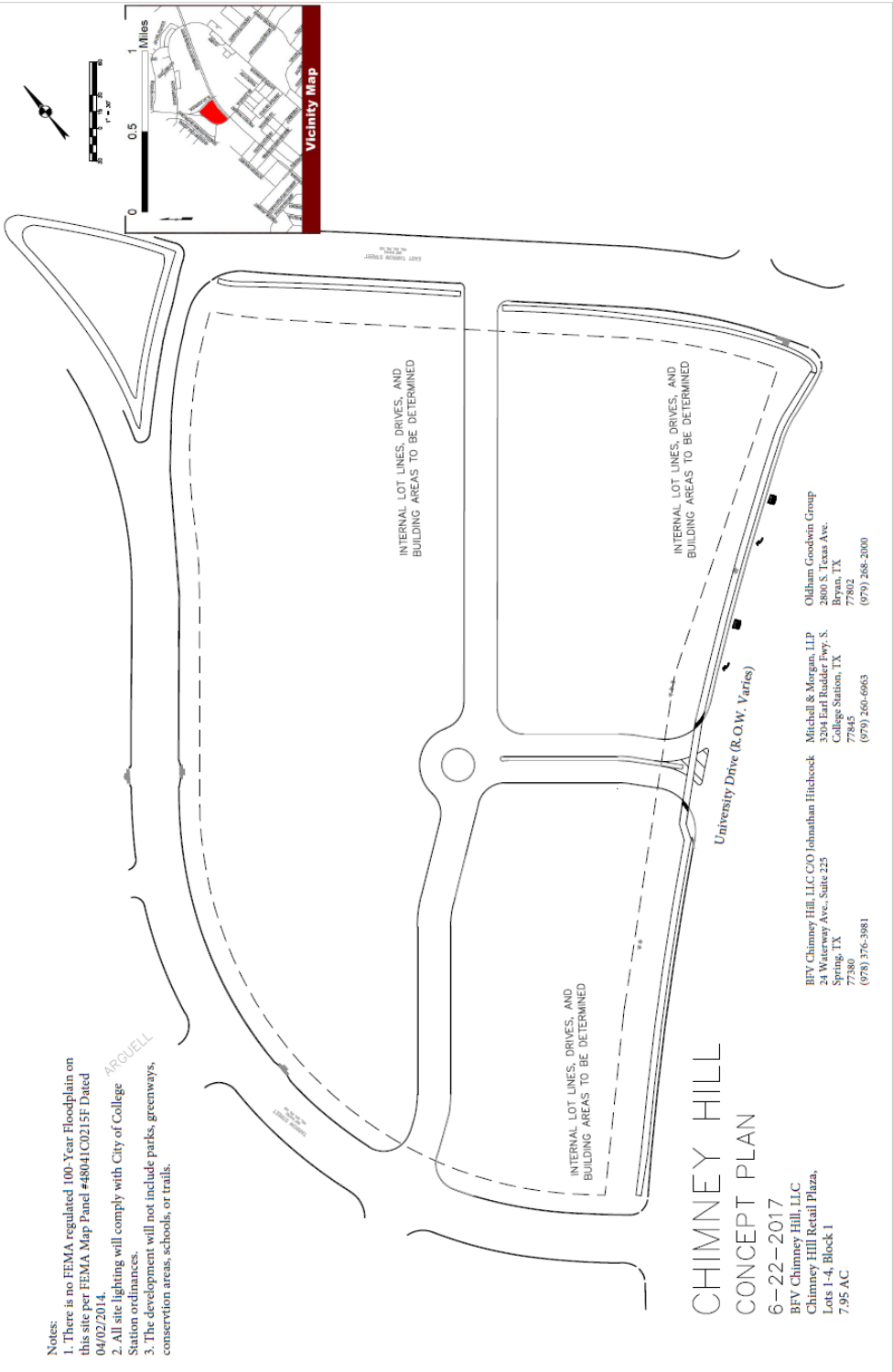
The sign regulations for the base zoning districts of GC General Commercial and R-6 High Density Multi-Family will be utilized for this development with the following modifications:

- Signs may be approved administratively by staff with appeals of staff’s interpretations to be considered by the Design Review Board;
- Wayfinding signage (UDO Section 12-7.5.AA Campus Wayfinding Signs) is permitted for this development and may also be located at street intersections and on interior driveways;
- In addition to one freestanding sign, low profile signs are allowed at one per building;
- In addition to one freestanding sign and the low-profile signs, the following are allowed in the development:
 - Light pole signage may be utilized along the interior access drives and traffic circle only and is limited to a maximum of 14 light pole signs with 36 square feet per light

pole. These signs are not in lieu of freestanding signage, are intended as development identification and special event signage, will not be utilized for tenant signage, and do not count against attached signage limitations;

- Any R-6 based zoning identification signage is allowed with two detached signs one placed at University Drive East and East Tarrow Street and a second placed at University Drive East and Tarrow Street only advertising the subdivision, development, or area. No commercial tenant advertising shall occur on the R-6 based zoning identification signs; and
- Attached signage is permitted for all residential and non-residential buildings.
 - The residential portion of the public entry façade shall be calculated in the allowance for attached signage square footage.
 - The facades of the commercial-only buildings along University Drive East are to be included in the public entry façade calculation.

EXHIBIT “C” Concept Plan



Legislation Details (With Text)

File #:	17-0387	Version:	1	Name:	Bylaws of the Research Valley Partnership, Inc. (RVP)
Type:	Report	Status:			Agenda Ready
File created:	7/17/2017	In control:			City Council Regular
On agenda:	8/10/2017	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of modifications to Article III of the Bylaws of the Research Valley Partnership, Inc. (RVP).				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:	Proposed Bylaw Changes approved by Board 6-5-17 - Redlined RVP Bylaws approved by Board 4-20-16				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of modifications to Article III of the Bylaws of the Research Valley Partnership, Inc. (RVP).

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy

Recommendation(s): The Research Valley Partnership recommends approval of the bylaw changes to Article III.

Summary: The RVP established a subcommittee to modify the current bylaws to more closely reflect the funding levels for the corporation. Directors may be appointed to the Board by those organizations, governments, educational institutions or business entities wishing to participate in the mission of the Corporation and which fit into one of three categories. There is also a provision that allows Texas A&M University to join the RVP as a full funding partner. Currently, full funding partners including the cities of Bryan, College Station and Brazos County invest approximately \$350,000 each per year.

The RVP voted to amend its bylaws on June 21, 2017. According to the bylaws, the City of College Station, City of Bryan, and Brazos County (and any other Oversight Entity) must approve any changes to Article III of the bylaws (concerning the appointment and qualifications of directors) in order for the changes to that Article to be effective.

RVP Managing Director Sylvia McMullen will be in attendance at the Council meeting to present the proposed changes.

Budget & Financial Summary: College Station's annual contribution of \$350,000 will remain the

same for 2017-2018 budget year. The current funding level of \$350,000 will be required annually for all Category I Constituents. These Constituents include the cities of Bryan, College Station and Brazos County as well as Texas A&M University should they choose to become a full funding partner. Failure of a Category I Constituent to contribute at the \$350,000 level presently shall result in the loss of the right to appoint Board members to the Corporation's board.

Attachments:

Proposed Bylaws with Redlines approved by RVP 6-5-17

Bylaws Board approved 4-20-16

BYLAWS
OF
The Research Valley Partnership, Inc.

ARTICLE I.
PURPOSE

The purpose of The Research Valley Partnership, Inc. (The Corporation) is to be a catalyst for economic growth in The Research Valley without regard to municipal boundary, which engages higher education and private industry in order to achieve sustainable / high-quality economic development success. The Research Valley Partnership helps our community speak with one voice, grow, expand, and attract non-retail business to the Research Valley through its planning, services, and support.

ARTICLE II.
DIRECTORS AND OFFICERS

This Corporation shall have a variable number of Voting Directors, Officers and four (4) ex-officio members as described below in Article III. The total number of Directors shall not be less than three (3) at any time. The Directors shall elect from their members a Chairman, Chairman-elect, and a Treasurer. The Chairman shall appoint the office of Secretary. All other Officers shall be required to be voting Directors of the Corporation.

ARTICLE III.
APPOINTMENT AND QUALIFICATIONS OF DIRECTORS

Directors shall be appointed to the Board by those organizations, governments, educational institutions or business entities (herein referred to as a “Constituent”) wishing to participate in the mission of the Corporation and which fit into one of three categories as follows:

Category I shall consist of the cities of Bryan, Texas, College Station, Texas, Brazos County, Texas and Texas A&M University each of which is required to contribute, on an annual basis, the minimum sum of \$350,000.00; provided however, Texas A&M University shall have for the three (3) years commencing on _____ 2017, the right to contribute, on an annual basis, less than the required \$350,000.00. Failure of Texas A&M University to contribute \$350,000.00 per annum on or after _____ 2020, or the other Category I Constituents to contribute at the \$350,000.00 level presently, shall result in the loss of the right to appoint Board members on the Corporation’s board. Constituents of Category I shall each have the right to appoint three board members.

Category II shall consist of the Research Valley Partnership, Inc., Invest Research Valley Leadership Council and the Bryan – College Station Chamber of Commerce. These Constituents shall each be entitled to appoint two (2) board members, except for the Bryan – College Station Chamber of Commerce, which shall appoint one (1). No financial contribution is required of Category II Constituents unless such Constituent wishes to increase its presence on the Board, in which case a Category II

Constituent must contribute financially to the Corporation based upon the financial contribution chart set forth below.

Category III shall consist of those Constituents that do not meet the definition of a Category I or II Constituent and make an annual financial contribution to the Corporation for which it has the right to appoint a Director(s), as follows:

<u>Dollar Amount</u>	<u># of Directors</u>
Less than \$120,000	no directors
\$120,000 – \$239,999	one director
\$240,000 - \$349,999	two directors
\$350,000 or more	three directors

The Board position currently appointed by the President of Blinn College's Brazos County Campus will be eliminated in May 2018, at which time, Blinn College shall be classified as an Category III Constituent.

No more than two (2) appointees representing the City of Bryan, City of College Station and Brazos County to the Corporation Board shall be an elected member of City Council or Commissioner's Court. In addition to duties of the Corporation board members outlined herein, it shall be the duty of these elected officials to serve a liaison function between the Corporation and the governing body of the governmental entity from which they were appointed. Such liaison role may include providing periodic reports on the activities and plans of the Corporation to the governmental body and communication of the priorities of the governing body to the Corporation Board. The remaining non-elected representatives of the cities and county shall meet whatever qualifications the entity may establish. At such time that the appointed elected representative should cease to be an elected official, he/she will be required to resign the Corporation Board position and the governmental entity affected will appoint a new representative from the entity to fill the vacant position.

The Bryan City Manager and the College Station City Manager shall serve as ex-officio members of the Board of Directors, without vote. The Bryan Independent School District and College Station Independent School District Superintendents shall also serve as ex-officio members of the Board of Directors, without vote.

The Chamber of Commerce appointed director will be appointed for a one-year term, not to exceed six (6) consecutive terms. All other voting Directors may serve no more than one (1) unexpired term, plus two (2) consecutive three (3) year terms as Director of the Corporation except as noted below regarding Immediate Past Chairman and elected officials. Any Director of the Corporation who is ineligible for immediate reappointment under the preceding sentence is ineligible for reappointment for a period of one (1) year following the expiration of his term.

Notwithstanding the ineligibility of the Immediate Past Chairman, pursuant to the preceding paragraph, to continue to serve on the Board, the Immediate Past Chairman shall continue to serve as a

voting member of the Board and a voting member of the Executive Committee until the end of the term of the then serving Chairman.

Elected officials may be appointed for additional terms or partial terms by their respective City Councils and Commissioners Court, not to exceed their term as an elected official.

ARTICLE IV. ELECTION OF OFFICERS

The Nominating Committee will be made up of the Chairman, Chairman-elect, Immediate Past Chairman and a representative of the City of Bryan, the City of College Station, Brazos County and any Constituent which appoints three (3) Directors to the Board.

The Officers shall be elected at the annual meeting of the Board of Directors. The Directors shall elect said Officers from among their number; provided however, no elected official may serve as an Officer. Each Director shall be entitled to one vote and it shall require a majority vote to elect any Officer. The Officers shall hold office at the pleasure of the Board of Directors.

ARTICLE V. TERM OF OFFICE FOR THE OFFICERS

The Officers of the Corporation shall be elected annually in the manner provided for above. The term of the office shall run from June 1 of each year through May 31 of the following year. Each Officer shall serve from the date of his election and qualification until his successor is elected and duly qualified; provided however, no Officer may serve more than three consecutive one year terms.

Nomination as Chairman requires one year's experience on the Corporation Board of Directors. Each officer is elected to serve for twelve months unless requested otherwise by the majority of the Corporation Board of Directors.

ARTICLE VI. EXECUTIVE COMMITTEE

The Executive Committee shall consist of the Chairman, Chairman-elect, Treasurer, Immediate Past Chairman, Secretary, President/CEO, the Mayor of the City of College Station, the Mayor of the City of Bryan, the County Judge of Brazos County, Texas and a representative of each Constituent which is then appointing three (3) Board Directors. The two mayors and County Judge may appoint another member of the Board of Directors to serve in their place on the Executive Committee. Meetings of the Executive Committee may be called by the Chairman or the Chairman-elect in the absence of the Chairman. The duties of the Executive Committee shall be to review prospect proposals and existing business proposals prior to presentation to the Board of Directors and other duties as may be assigned by the Board of Directors.

The Executive Committee will meet as needed to address projects and other business, as noted above, in a timely manner. The President/CEO and Secretary will be present, but will have no vote.

ARTICLE VII.
MEETING OF THE BOARD OF DIRECTORS

The Board of Directors shall have one annual meeting at which meeting the Board of Directors shall, by majority vote, elect the Officers of the Corporation. In addition, the Board of Directors shall meet upon the call of the Chairman or Chairman-elect, as the case may be, and it shall meet at such time and place as directed by the Officer calling the meeting. Notice of such calls shall be made by United States mail or electronic message and shall state the date and time of such meeting. If the meeting is to be held solely or in part by using a conference telephone or other communication system, as provided below, the form of communication system to be used and the means of accessing that system shall be stated in the Notice of Meeting. A majority of the voting Board of Directors will constitute a quorum, and if a quorum be present, then any manner of business may be attended to and the Corporation be bound. The place and time of all Board of Directors meetings shall be set by the Chairman or by the Chairman-elect in the absence of the Chairman.

Directors may participate in and hold a meeting by means of a conference telephone or other similar means of remote communication equipment including videoconferencing technology or the internet or any combination thereof, so that all participants in the meeting can communicate with each other. Participation in such a meeting will constitute presence at the meeting, except when a director participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting had not been lawfully called or convened. If voting takes place at such a meeting, the Corporation must (a) implement reasonable measures to verify that each person considered present and permitted to vote at the meeting is a director and (b) maintain a record of any vote or other action taken at the meeting.

ARTICLE VIII.
ACTION WITHOUT MEETING

A. Any action required by law or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by a majority of the Board of Directors.

B. Delivery of such consent may be made by hand or by certified or registered mail, return receipt requested to the Corporation's principal place of business. An electronic transmission by a director or a photographic, photostatic, facsimile, or similarly reliable reproduction of a writing signed by a director is acceptable for the purposes of this section of the bylaws. Every written consent of a Director must bear his signature and the date of his signature. For purposes of electronic transmissions, the date of the Director's signature is the date on the electronic transmission's "Sent" line which contains the Director's response. The Director's signature shall be his or her name typed at the end of the Director's responsive electronic transmission. The Director's responsive electronic transmission must bear the email address recognized by the Corporation as belonging to the Director. To be effective as a signed consent, such consent must be transmitted regardless of method to the Corporation within ten (10) days of the request by the Corporation that action without a meeting be taken.

C. Prompt notice of any action taken by directors without a meeting by less than unanimous written consent must be given to each director who did not consent in writing to the action.

ARTICLE IX. FILLING OF VACANCIES ON THE BOARD AND OFFICERS

In the case of the death or resignation of any Officer or Director, or the refusal or inability of an Officer or Director to perform the duties of his office, the Board of Directors shall have the privilege to declare a vacancy on the Board or in the office, and such vacancy shall be filled for such unexpired term in the same manner as provided for regular appointments.

Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by appointment by the entity that the new Director represents. Such newly created Directorship shall be for an initial term of one (1) year, or if more than one Directorship is created, for staggered terms not to exceed two (2) years, thereafter each such Director shall serve for a period of three (3) years.

ARTICLE X. CONFLICTS OF INTEREST

Policy Statement

No person who has a conflict of interest may vote on, or otherwise participate in the evaluation, authorization or approval of the affected transaction, except to be counted in determining the presence of a quorum at any meeting of the Board of Directors at which the affected transaction is approved.

No conflict of interest policy can provide rules to cover every circumstance; therefore, each person should make every effort to disclose any potential or perceived conflict of interest.

Definitions

A. Conflict of interest shall mean:

i. The direct solicitation of or receipt of anything of value by any business or business entity in which a person has a substantial interest, and where such direct solicitation or receipt of anything of value is toward or from a business prospect which is actively involved in a transaction with the Corporation. For purposes of this definition, a direct solicitation or receipt of anything of value, as previously referenced will only create a conflict of interest if such solicitation or receipt arises directly as a result of such person's position with the Corporation; and

ii. Any situation in which a person has an interest in a matter before the Corporation which is inconsistent and incompatible with the interest of the Corporation.

iii. Any ownership interest by a person in a privately-held business which is actively involved in a transaction with the corporation and/or currently receiving incentives from the corporation.

B. Person shall mean any officer, director, agent or employee of the Corporation.

C. Transaction shall mean any occasion when a business prospect is requesting, negotiating, or attempting to obtain economic incentives or benefits from or through the Corporation.

D. Substantial interest shall mean:

i. A person owns or possesses ten percent (10%) or more of the interests in a business entity (whether in the form of stock, partnership interests or otherwise), or

ii. A person owns or possesses an interest (with a fair market value equal to or greater than Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) in a business entity; and

iii. A person received more than ten percent (10%) of such person's gross income in the prior year from a business entity.

Procedure for Disclosing and Resolving a Conflict of Interest

A. Any person who has a conflict of interest shall disclose such conflict of interest to the Executive Committee immediately upon obtaining knowledge of such conflict of interest. Upon making the report of a conflict of interest, the person making the report shall not participate in the evaluation, authorization, or approval of the affected transaction unless and until the Executive Committee advises such person that the subject of the report is not a conflict of interest.

B. The Executive Committee shall evaluate the reported conflict of interest and shall determine whether or not the reported conflict is, in fact, a conflict of interest as defined herein. In making its decision, if a member of the Executive Committee has reported a conflict of interest, the Executive Committee shall refer the report to the full Board of Directors for a final determination.

C. The Executive Committee shall inform the person making the report of the Committee's or the Board's final decision.

D. In the event that it is finally determined that a person has a conflict of interest, such person shall not continue to participate in the evaluation, authorization, or approval of the affected transaction, except to be counted in determining the presence of a quorum at any meeting of the Board of Directors at which the affected transaction is approved. Any ownership interest in a privately-held company (see Definitions A. iii.), will require such person to resolve the conflict or resign their position with the Corporation.

Transaction Not Void or Voidable

A. A transaction involving a conflict of interest, as herein defined, which was evaluated, authorized, consummated or approved by the Corporation, is not void or voidable solely for that reason, solely because the person with the conflict of interest was present at or participated in the meeting of the

Board, or solely because the vote of the person with the conflict of interest was counted for that person, if:

- i. The material facts as to the conflict of interest and as to the transaction are disclosed or are known to the Board, and the Board in good faith and with ordinary care authorizes the transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or
- ii. the transaction is fair to the corporation when it is authorized, approved, or ratified by the Board.

ARTICLE XI. DUTIES OF DIRECTORS

Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. Directors shall owe a duty of loyalty and care with respect to the interests of the citizens of Brazos County. In acting in their official capacity as Directors of this Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interest of the Corporation and that are not unlawful. In all other instances, the Board of Directors shall not take any action they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. Directors will keep confidential all matters discussed in Executive Session.

Each Director has a responsibility to stay abreast of all Corporation business through regular attendance of all board meetings. Any member of the Board of Directors may be removed from office upon notification of appointing entity if such member fails to attend at least two thirds of the meetings of the Board for any six-month period during which the appointee is a member of the Board. Excused absences will be granted by the Chairman of the Corporation for reasons of personal or professional emergencies or health.

Board meeting attendance will be taken fifteen minutes after the commencement of each meeting. The Secretary will track attendance and report to the Chairman on a quarterly basis.

ARTICLE XII. DUTIES OF THE CHAIRMAN

The Chairman shall preside at all meetings of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of Chairman of a non-profit corporation. The Chairman shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. In the absence of the President/CEO, the Chairman will perform the duties of the President/CEO. The Chairman shall perform such other duties as shall properly relate to his office, and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XIII.
DUTIES OF THE CHAIRMAN-ELECT

The Chairman-elect shall act for and assume the power of the Chairman in the absence of the Chairman or upon refusal or inability of the Chairman to act. The Chairman-elect shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. The Chairman-elect shall perform such other duties as shall properly relate to his office and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XIV.
DUTIES OF THE SECRETARY

The President/CEO shall recommend a staff person to the Chairman to serve as Secretary. The Secretary shall keep a correct set of typed minutes of all meetings of the Board of Directors in a loose-leaf book provided especially for that purpose. The said minutes shall be open at any time to the inspection of any Director of this Corporation or any appointed or elected official of any entity which appoints Directors to this Corporation at any time. The Secretary shall also have possession of and be responsible for keeping the Seal of the Corporation and shall attest and affix the Corporate Seal to every contract in writing executed by the Corporation. The Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of the Secretary, and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XV.
DUTIES OF THE TREASURER

The Treasurer of the Corporation shall maintain a copy of the records reflecting the financial condition of the Corporation at all times. Such records shall be open at any time to inspection by any Director of the Corporation and any appointed or elected official of any entity which appoints Directors to this Corporation. In addition, it shall be the duty of the Treasurer to monitor the expenditure of the funds of the Corporation. The Treasurer shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. The Treasurer shall perform all other duties assigned to the Treasurer by the Board of Directors, including that the Treasurer shall countersign the checks issued by the Corporation whenever possible. The Treasurer shall hold the position and perform the duties of Secretary in the Secretary's absence.

ARTICLE XVI.
REAL ESTATE TRANSACTIONS

All sales or conveyances or mortgages of real estate owned or held by the Corporation shall be in writing, signed and acknowledged by the Chairman, or Chairman-elect in case of the absence, refusal, or inability of the Chairman to act, and the Secretary shall attest such conveyance under the official seal of

the Corporation. No real estate shall be purchased, sold, mortgaged, or otherwise disposed of unless the transaction shall first have been ordered by resolution passed by the Board of Directors. These same requirements shall apply to leases made upon the property of the Corporation, including loans, pledging of assets, multi-year contracts subject to \$10,000 not previously budgeted.

ARTICLE XVII. MANAGEMENT AND DUTIES OF THE PRESIDENT/CEO

The Corporation shall select, employ and monitor the performance of a competent President/CEO, qualified by education and experience, who shall be responsible for the management of the Corporation.

The authority and duties of the President/CEO shall be the following:

- A. to carry out all policies established by the Board of Directors and the Corporation through the current Chairman;
- B. to prepare an annual budget showing the expected receipts and expenditures of the Corporation;
- C. develop and maintain personnel policies and practices for the Corporation as approved by the Board of Directors. Select, employ, supervise and discharge employees;
- D. to supervise the business affairs of the Corporation;
- E. to present to the Board of Directors and any entity which appoints Directors to this Corporation, periodic reports reflecting the services and financial activities of the Corporation and prepare and submit any special report as may be required by the above-mentioned Board and entities;
- F. to attend all meetings of the Board of Directors and any meetings of the City Councils of Bryan and College Station, Brazos County Commissioner's Court, and the Bryan-College Station Chamber of Commerce as may be required; and
- G. to perform any and all other duties that may be necessary in the best interest of the Corporation.
- H. The CEO has an obligation to inform the Board of concerns that the Chairman is giving perceived direction contrary to the Board of Directors.

The Board of Directors shall assume supervision over the affairs of the Corporation with the exception that the President/CEO shall have such authority and powers as necessary to carry on the general everyday business of the Corporation.

The President/CEO shall keep an accurate set of records reflecting the financial condition of the Corporation at all times. Such records shall be open at any time to inspection by any Director of the Corporation or any appointed or elected official of any entity which appoints Directors to this Corporation.

In addition, it shall be the duty of the President/CEO to supervise the expenditure of the funds of the Corporation and may sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer.

ARTICLE XVIII. AMENDMENTS AND BYLAWS

The Bylaws, except Article III hereof which requires the approval of the Cities of Bryan and College Station, Brazos County, and any Constituent which is appointing three (3) Board Directors on the date of the proposed amendment (herein the "Oversight Entities") may be altered, changed, or amended by the majority vote of all the Directors of the Corporation at any Directors meeting specially called for that purpose by the Chairman. Upon written application of a majority of the Board of Directors, the Chairman shall be required to call such a Directors meeting. To effect approval of Article III amendments as stated above, written notice shall be mailed to the Mayors of Bryan and College Station, the County Judge and the governing body or authorized agent of the remaining Oversight Entities within two (2) business days of the vote of the Board approving an amendment to Article III. Such notice shall give the Oversight Entities forty-five (45) days to approve or reject such amendment. The Oversight Entities may request a ten (10) day extension in writing of such response time. Should an Oversight Entity fail to respond in any manner to the notice within the forty-five (45) day response period, the non-responding Oversight Entity shall have been deemed to have approved such amendment. Amendments to Article III shall not become effective until the procedure set forth above has been completed and approved by the Oversight Entities.

ARTICLE XIX. SALARIES

The salaries of the President/CEO and any other full or part-time employees of the Corporation shall be set by the Board of Directors annually during the budget process. Employee salary increases, with the exception of the President/CEO, resulting from annual performance evaluations shall be determined by the President/CEO at the time of the evaluation to the extent that the increases fall within the budget approved by the Board of Directors.

ARTICLE XX. NON-PROFIT CORPORATION

This Corporation is not organized for profit. No member of the Board of Directors or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Corporation be paid as a salary or as compensation to, or distributed to or inure to the benefit of any member of the Board of Directors; provided, however, always (1) upon prior authorization of the Board that reasonable compensation may be paid to any member while acting as any agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

ARTICLE XXI.
REGISTERED AGENT AND PRINCIPAL OFFICE

The Corporation's registered office must be maintained in Texas at the address of the registered agent. The Corporation's registered office need not be a place of business of the Corporation. The Directors may change the registered office, registered agent or both by making the appropriate filing with the Texas Secretary of State. The Corporation's principal office will be at the place the Director's designate and need not be in Texas. Corporation records will be maintained at the Corporation's principal office.

ARTICLE XXII.
CORPORATE SEAL

The Directors shall provide a Corporate Seal which shall be circular in form and shall have inscribed thereon the name of the Corporation.

ARTICLE XXIII.
MEETING GOVERNANCE

It will be the intent of all officials meetings of the Corporation to generally follow the intent of the latest revision of Robert's Rules of Order. This Article will be applicable to the Board of Directors meetings, Executive Committee meetings, and all other committees, standing and ad hoc.

ARTICLE XXIV.
SPECIAL MEETINGS

Special meetings of the Board of Directors may be held at any time upon the call of the Chairman or any two Directors. If a special meeting is called, the parties calling the meeting shall notify the President/CEO of the agenda items. The Secretary of the Corporation shall thereafter notify all of the Directors of the meeting and of the items on the agenda.

ARTICLE XXV.
QUORUM

A simple majority of the voting Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and a majority vote of those present shall be required for the approval of any action.

ARTICLE XXVI.
BUDGETS AND FINANCING

The Corporation shall submit its financing request to the Cities of Bryan and College Station and Brazos County, as requested. The Corporation's fiscal year shall be from October 1 through September 30, so as to coincide with the fiscal years of the Cities of Bryan and College Station and Brazos County.

ARTICLE XXVII.
LIABILITY AND INDEMNIFICATION

A. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, or suit or proceeding, whether civil, criminal, administrative or investigative and any appeal of such suit, action or proceeding by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against judgments, penalties, fines, settlements and expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he is found, pursuant to the requirements and procedure set forth in paragraph (d) below, to have met the standard of conduct necessary for indemnification hereunder. If a person defined above is found liable to the Corporation or is found liable on the basis of a personal benefit was improperly received by that person, the indemnification by the Corporation shall be limited to reasonable expenses actually incurred. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful or intentional misconduct in the performance of his duty to the Corporation.

B. The termination of any action, suit or proceeding by judgment order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not meet the requirements set forth below at section (d). A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

C. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, and prior to the determination required by paragraph (d) hereof, upon receipt of (i) an unlimited general obligation or undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section, and (ii) a written affirmation by the director, officer, employee or agent of his good faith belief he has met the standard of conduct necessary for indemnification hereunder.

D. The indemnification hereunder shall be made only upon a determination in the specific case that indemnification is proper in accordance with the following standards: the person (i) conducted himself in good faith; (ii) reasonably believed (a) in the case of conduct taken in his official capacity, his conduct was in the Corporation's best interest, and (b) in all other cases, his conduct was not at least opposed to the Corporation's best interest; and (iii) in criminal cases had no reasonable cause to believe his conduct was unlawful. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if a quorum cannot be obtained, by a majority vote of a committee of the board of directors designated to act in this matter by a majority vote of all directors, consisting solely of two (2) or more directors, not named defendants or respondents, or (3) by the written opinion of special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in (1) and (2) above or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

E. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provision of this section.

F. Any indemnification or advance of expenses in accordance with this article shall be reported to the members in writing with or before the (i) notice or waiver of notice of the next meeting, or (ii) consent to action without meeting, but in any case no later than twelve (12) months from the date of indemnification or advance.

Dated: June ____, 20175

Casey Oldham, Chairman of the Board

BYLAWS
OF
The Research Valley Partnership, Inc.

ARTICLE I.
PURPOSE

The purpose of The Research Valley Partnership, Inc. (The Partnership) is to be a catalyst for economic growth in The Research Valley without regard to municipal boundary, which engages higher education and private industry in order to achieve sustainable / high-quality economic development success. The Research Valley Partnership helps grow, expand, and attract non-retail business to the Research Valley through its planning, services, and support.

ARTICLE II.
DIRECTORS AND OFFICERS

This Corporation shall have the following voting Directors and Officers: seventeen (17) Directors, and four (4) ex-officio members as described below in Article III, provided that the number may be increased or decreased from time to time by an amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director, nor shall the total number of Directors be less than three (3) at any time. The Directors shall elect from their members a Chairman, Chairman-elect, and a Treasurer. The Chairman shall appoint the office of Secretary. All other Officers shall be required to be voting Directors of the Corporation.

ARTICLE III.
APPOINTMENT AND QUALIFICATIONS OF DIRECTORS

The Directors shall be appointed in the following manner: three (3) shall be appointed by the City Council of Bryan, three (3) shall be appointed by the City Council of College Station, three (3) shall be appointed by the Brazos County Commissioner's Court, one (1) shall be appointed by the President of Texas A&M University, two (2) shall be appointed by The Partnership, one (1) shall be appointed by the Bryan-College Station Chamber of Commerce, two (2) shall be appointed by the Invest Research Valley Leadership Council, one (1) shall be appointed by the President of the Texas A&M Health Science Center and one (1) shall be appointed by the President of Blinn College's Brazos County Campuses.

No more than two (2) appointees representing the City of Bryan, City of College Station and Brazos County to The Partnership Board shall be an elected member of City Council or Commissioner's Court. In addition to duties of The Partnership board members outlined herein, it shall be the duty of these elected officials to serve a liaison function between The Partnership and the governing body of the governmental entity from which they were appointed. Such liaison role may include providing periodic reports on the activities and plans of The Partnership to the governmental body and communication of

the priorities of the governing body to The Partnership Board. The remaining non-elected representatives of the cities and county shall meet whatever qualifications the entity may establish. At such time that the appointed elected representative should cease to be an elected official, he/she will be required to resign The Partnership Board position and the governmental entity affected will appoint a new representative from the entity to fill the vacant position.

The Bryan City Manager and the College Station City Manager shall serve as ex-officio members of the Board of Directors, without vote. The Bryan Independent School District and College Station Independent School District Superintendents shall also serve as ex-officio members of the Board of Directors, without vote. The Chamber representative will be appointed for a one-year term.

No voting Director may serve more than one unexpired term, plus two (2) consecutive three (3) year terms as Director of the Corporation except as noted below regarding Immediate Past Chairman and elected officials. Any Director of the Corporation who is ineligible for immediate reappointment under the preceding sentence is ineligible for reappointment for a period of one (1) year following the expiration of his term.

Notwithstanding the ineligibility of the Immediate Past Chairman, pursuant to the preceding paragraph, to continue to serve on the Board, the Immediate Past Chairman shall continue to serve as a voting member of the Board and a voting member of the Executive Committee until the end of the term of the then serving Chairman.

Elected officials may be appointed for additional terms or partial terms by their respective City Councils and Commissioners Court, not to exceed their term as an elected official.

ARTICLE IV. ELECTION OF OFFICERS

The Nominating Committee will be made up of the Chairman, Chairman-elect, Immediate Past Chairman and a representative of the City of Bryan, the City of College Station and Brazos County.

The Officers shall be elected at the annual meeting of the Board of Directors. The Directors shall elect said Officers from among their number; provided however, no elected official may serve as an Officer. Each Director shall be entitled to one vote and it shall require a majority vote to elect any Officer. The Officers shall hold office at the pleasure of the Board of Directors.

ARTICLE V. TERM OF OFFICE FOR THE OFFICERS

The Officers of the Corporation shall be elected annually in the manner provided for above. The term of the office shall run from June 1 of each year through May 31 of the following year. Each Officer shall serve from the date of his election and qualification until his successor is elected and duly qualified; provided however, no Officer may serve more than three consecutive one year terms.

Nomination as Chairman requires one year's experience on The Partnership Board of Directors. Each officer is elected to serve for twelve months unless requested otherwise by the majority of The Partnership Board of Directors.

ARTICLE VI. EXECUTIVE COMMITTEE

The Executive Committee shall consist of the Chairman, Chairman-elect, Treasurer, Immediate Past Chairman, Secretary, President/CEO, the Mayor of the City of College Station, the Mayor of the City of Bryan and the County Judge of Brazos County, Texas. The two mayors and County Judge may appoint another member of the Board of Directors to serve in their place on the Executive Committee. Meetings of the Executive Committee may be called by the Chairman or the Chairman-elect in the absence of the Chairman. The duties of the Executive Committee shall be to review prospect proposals and existing business proposals prior to presentation to the Board of Directors and other duties as may be assigned by the Board of Directors.

The Executive Committee will meet as needed to address projects and other business, as noted above, in a timely manner. The President/CEO and Secretary will be present, but will have no vote.

ARTICLE VII. MEETING OF THE BOARD OF DIRECTORS

The Board of Directors shall have one annual meeting at which meeting the Board of Directors shall, by majority vote, elect the Officers of the Corporation. In addition, the Board of Directors shall meet upon the call of the Chairman or Chairman-elect, as the case may be, and it shall meet at such time and place as directed by the Officer calling the meeting. Notice of such calls shall be made by United States mail or electronic message and shall state the date and time of such meeting. If the meeting is to be held solely or in part by using a conference telephone or other communication system, as provided below, the form of communication system to be used and the means of accessing that system shall be stated in the Notice of Meeting. A majority of the voting Board of Directors will constitute a quorum, and if a quorum be present, then any manner of business may be attended to and the Corporation be bound. The place and time of all Board of Directors meetings shall be set by the Chairman or by the Chairman-elect in the absence of the Chairman.

Directors may participate in and hold a meeting by means of a conference telephone or other similar means of remote communication equipment including videoconferencing technology or the internet or any combination thereof, so that all participants in the meeting can communicate with each other. Participation in such a meeting will constitute presence at the meeting, except when a director participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting had not been lawfully called or convened. If voting takes place at such a meeting, the Corporation must (a) implement reasonable measures to verify that each person considered present and permitted to vote at the meeting is a director and (b) maintain a record of any vote or other action taken at the meeting.

ARTICLE VIII.
ACTION WITHOUT MEETING

A. Any action required by law or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by a majority of the Board of Directors.

B. Delivery of such consent may be made by hand or by certified or registered mail, return receipt requested to the Corporation's principal place of business. An electronic transmission by a director or a photographic, photostatic, facsimile, or similarly reliable reproduction of a writing signed by a director is acceptable for the purposes of this section of the bylaws. Every written consent of a Director must bear his signature and the date of his signature. For purposes of electronic transmissions, the date of the Director's signature is the date on the electronic transmission's "Sent" line which contains the Director's response. The Director's signature shall be his or her name typed at the end of the Director's responsive electronic transmission. The Director's responsive electronic transmission must bear the email address recognized by the Corporation as belonging to the Director. To be effective as a signed consent, such consent must be transmitted regardless of method to the Corporation within ten (10) days of the request by the Corporation that action without a meeting be taken.

C. Prompt notice of any action taken by directors without a meeting by less than unanimous written consent must be given to each director who did not consent in writing to the action.

ARTICLE IX.
FILLING OF VACANCIES ON THE BOARD AND OFFICERS

In the case of the death or resignation of any Officer or Director, or the refusal or inability of an Officer or Director to perform the duties of his office, the Board of Directors shall have the privilege to declare a vacancy on the Board or in the office, and such vacancy shall be filled for such unexpired term in the same manner as provided for regular appointments.

Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by appointment by the entity that the new Director represents. Such newly created Directorship shall be for an initial term of one (1) year, or if more than one Directorship is created, for staggered terms not to exceed two (2) years, thereafter each such Director shall serve for a period of three (3) years.

ARTICLE X.
CONFLICTS OF INTEREST

Policy Statement

No person who has a conflict of interest may vote on, or otherwise participate in the evaluation, authorization or approval of the affected transaction, except to be counted in determining the presence of a quorum at any meeting of the Board of Directors at which the affected transaction is approved.

No conflict of interest policy can provide rules to cover every circumstance; therefore, each person should make every effort to disclose any potential or perceived conflict of interest.

Definitions

A. Conflict of interest shall mean:

i. The direct solicitation of or receipt of anything of value by any business or business entity in which a person has a substantial interest, and where such direct solicitation or receipt of anything of value is toward or from a business prospect which is actively involved in a transaction with the Corporation. For purposes of this definition, a direct solicitation or receipt of anything of value, as previously referenced will only create a conflict of interest if such solicitation or receipt arises directly as a result of such person's position with the Corporation; and

ii. Any situation in which a person has an interest in a matter before the Corporation which is inconsistent and incompatible with the interest of the Corporation.

iii. Any ownership interest by a person in a privately-held business which is actively involved in a transaction with the corporation and/or currently receiving incentives from the corporation.

B. Person shall mean any officer, director, agent or employee of the Corporation.

C. Transaction shall mean any occasion when a business prospect is requesting, negotiating, or attempting to obtain economic incentives or benefits from or through the Corporation.

D. Substantial interest shall mean:

i. A person owns or possesses ten percent (10%) or more of the interests in a business entity (whether in the form of stock, partnership interests or otherwise), or

ii. A person owns or possesses an interest (with a fair market value equal to or greater than Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) in a business entity; and

iii. A person received more than ten percent (10%) of such person's gross income in the prior year from a business entity.

Procedure for Disclosing and Resolving a Conflict of Interest

A. Any person who has a conflict of interest shall disclose such conflict of interest to the Executive Committee immediately upon obtaining knowledge of such conflict of interest. Upon making the report of a conflict of interest, the person making the report shall not participate in the evaluation,

authorization, or approval of the affected transaction unless and until the Executive Committee advises such person that the subject of the report is not a conflict of interest.

B. The Executive Committee shall evaluate the reported conflict of interest and shall determine whether or not the reported conflict is, in fact, a conflict of interest as defined herein. In making its decision, if a member of the Executive Committee has reported a conflict of interest, the Executive Committee shall refer the report to the full Board of Directors for a final determination.

C. The Executive Committee shall inform the person making the report of the Committee's or the Board's final decision.

D. In the event that it is finally determined that a person has a conflict of interest, such person shall not continue to participate in the evaluation, authorization, or approval of the affected transaction, except to be counted in determining the presence of a quorum at any meeting of the Board of Directors at which the affected transaction is approved. Any ownership interest in a privately-held company (see Definitions A. iii.), will require such person to resolve the conflict or resign their position with the Corporation.

Transaction Not Void or Voidable

A. A transaction involving a conflict of interest, as herein defined, which was evaluated, authorized, consummated or approved by the Corporation, is not void or voidable solely for that reason, solely because the person with the conflict of interest was present at or participated in the meeting of the Board, or solely because the vote of the person with the conflict of interest was counted for that person, if:

i. The material facts as to the conflict of interest and as to the transaction are disclosed or are known to the Board, and the Board in good faith and with ordinary care authorizes the transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or

ii. the transaction is fair to the corporation when it is authorized, approved, or ratified by the Board.

ARTICLE XI. DUTIES OF DIRECTORS

Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. Directors shall owe a duty of loyalty and care with respect to the interests of the citizens of Brazos County. In acting in their official capacity as Directors of this Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interest of the Corporation and that are not unlawful. In all other instances, the Board of Directors shall not take any action they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. Directors will keep confidential all matters discussed in Executive Session.

Each Director has a responsibility to stay abreast of all Partnership business through regular attendance of all board meetings. Any member of the Board of Directors may be removed from office upon notification of appointing entity if such member fails to attend at least two thirds of the meetings of the Board for any six-month period during which the appointee is a member of the Board. Excused absences will be granted by the Chairman of The Partnership for reasons of personal or professional emergencies or health.

Board meeting attendance will be taken fifteen minutes after the commencement of each meeting. The Secretary will track attendance and report to the Chairman on a quarterly basis.

ARTICLE XII. DUTIES OF THE CHAIRMAN

The Chairman shall preside at all meetings of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of Chairman of a non-profit corporation. The Chairman shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. In the absence of the President/CEO, the Chairman will perform the duties of the President/CEO. The Chairman shall perform such other duties as shall properly relate to his office, and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XIII. DUTIES OF THE CHAIRMAN-ELECT

The Chairman-elect shall act for and assume the power of the Chairman in the absence of the Chairman or upon refusal or inability of the Chairman to act. The Chairman-elect shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. The Chairman-elect shall perform such other duties as shall properly relate to his office and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XIV. DUTIES OF THE SECRETARY

The President/CEO shall recommend a staff person to the Chairman to serve as Secretary. The Secretary shall keep a correct set of typed minutes of all meetings of the Board of Directors in a loose-leaf book provided especially for that purpose. The said minutes shall be open at any time to the inspection of any Director of this Corporation or any appointed or elected official of any entity which appoints Directors to this Corporation at any time. The Secretary shall also have possession of and be responsible for keeping the Seal of the Corporation and shall attest and affix the Corporate Seal to every contract in writing executed by the Corporation. The Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the

office of the Secretary, and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XV.
DUTIES OF THE TREASURER

The Treasurer of the Corporation shall maintain a copy of the records reflecting the financial condition of the Corporation at all times. Such records shall be open at any time to inspection by any Director of the Corporation and any appointed or elected official of any entity which appoints Directors to this Corporation. In addition, it shall be the duty of the Treasurer to monitor the expenditure of the funds of the Corporation. The Treasurer shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. The Treasurer shall perform all other duties assigned to the Treasurer by the Board of Directors, including that the Treasurer shall countersign the checks issued by the Corporation whenever possible. The Treasurer shall hold the position and perform the duties of Secretary in the Secretary's absence.

ARTICLE XVI.
REAL ESTATE TRANSACTIONS

All sales or conveyances or mortgages of real estate owned or held by the Corporation shall be in writing, signed and acknowledged by the Chairman, or Chairman-elect in case of the absence, refusal, or inability of the Chairman to act, and the Secretary shall attest such conveyance under the official seal of the Corporation. No real estate shall be purchased, sold, mortgaged, or otherwise disposed of unless the transaction shall first have been ordered by resolution passed by the Board of Directors. These same requirements shall apply to leases made upon the property of the Corporation, including loans, pledging of assets, multi-year contracts subject to \$10,000 not previously budgeted.

ARTICLE XVII.
MANAGEMENT AND DUTIES OF THE PRESIDENT/CEO

The Corporation shall select, employ and monitor the performance of a competent President/CEO, qualified by education and experience, who shall be responsible for the management of the Corporation.

The authority and duties of the President/CEO shall be the following:

A. to carry out all policies established by the Board of Directors and the Corporation through the current Chairman;

B. to prepare an annual budget showing the expected receipts and expenditures of the Corporation;

C. develop and maintain personnel policies and practices for the Corporation as approved by the Board of Directors. Select, employ, supervise and discharge employees;

D. to supervise the business affairs of the Corporation;

E. to present to the Board of Directors and any entity which appoints Directors to this Corporation, periodic reports reflecting the services and financial activities of the Corporation and prepare and submit any special report as may be required by the above-mentioned Board and entities;

F. to attend all meetings of the Board of Directors and any meetings of the City Councils of Bryan and College Station, Brazos County Commissioner's Court, and the Bryan-College Station Chamber of Commerce as may be required; and

G. to perform any and all other duties that may be necessary in the best interest of the Corporation.

H. The CEO has an obligation to inform the Board of concerns that the Chairman is giving perceived direction contrary to the Board of Directors.

The Board of Directors shall assume supervision over the affairs of the Corporation with the exception that the President/CEO shall have such authority and powers as necessary to carry on the general everyday business of the Corporation.

The President/CEO shall keep an accurate set of records reflecting the financial condition of the Corporation at all times. Such records shall be open at any time to inspection by any Director of the Corporation or any appointed or elected official of any entity which appoints Directors to this Corporation. In addition, it shall be the duty of the President/CEO to supervise the expenditure of the funds of the Corporation and may sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer.

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The Bylaws, except Article III hereof which requires the approval of the Cities of Bryan and College Station, and Brazos County, (herein the "Governments") may be altered, changed, or amended by the majority vote of all the Directors of the Corporation at any Directors meeting specially called for that purpose by the Chairman. Upon written application of a majority of the Board of Directors, the Chairman shall be required to call such a Directors meeting. To effect approval of Article III amendments as stated above, written notice shall be mailed to the Mayors of Bryan and College Station and the County Judge within two (2) business days of the vote of the Board approving an amendment to Article III. Such notice shall give the Governments forty-five (45) days to approve or reject such amendment. The Governments may request a ten (10) day extension in writing of such response time. Should a Government fail to respond in any manner to the notice within the forty-five (45) day response

period, the non-responding Government shall have been deemed to have approved such amendment. Amendments to Article III shall not become effective until the procedure set forth above has been completed and approved by the Governments.

ARTICLE XIX. SALARIES

The salaries of the President/CEO and any other full or part-time employees of the Corporation shall be set by the Board of Directors annually during the budget process. Employee salary increases, with the exception of the President/CEO, resulting from annual performance evaluations shall be determined by the President/CEO at the time of the evaluation to the extent that the increases fall within the budget approved by the Board of Directors.

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This Corporation is not organized for profit. No member of the Board of Directors or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Corporation be paid as a salary or as compensation to, or distributed to or inure to the benefit of any member of the Board of Directors; provided, however, always (1) upon prior authorization of the Board that reasonable compensation may be paid to any member while acting as any agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

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The Corporation's registered office must be maintained in Texas at the address of the registered agent. The Corporation's registered office need not be a place of business of the Corporation. The Directors may change the registered office, registered agent or both by making the appropriate filing with the Texas Secretary of State. The Corporation's principal office will be at the place the Director's designate and need not be in Texas. Corporation records will be maintained at the Corporation's principal office.

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The Directors shall provide a Corporate Seal which shall be circular in form and shall have inscribed thereon the name of the Corporation.

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It will be the intent of all officials meetings of The Partnership to generally follow the intent of the latest revision of Robert's Rules of Order. This Article will be applicable to the Board of Directors meetings, Executive Committee meetings, and all other committees, standing and ad hoc.

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SPECIAL MEETINGS

Special meetings of the Board of Directors may be held at any time upon the call of the Chairman or any two Directors. If a special meeting is called, the parties calling the meeting shall notify the President/CEO of the agenda items. The Secretary of the Corporation shall thereafter notify all of the Directors of the meeting and of the items on the agenda.

ARTICLE XXV.
QUORUM

A simple majority of the voting Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and a majority vote of those present shall be required for the approval of any action.

ARTICLE XXVI.
BUDGETS AND FINANCING

The Corporation shall submit its financing request to the Cities of Bryan and College Station and Brazos County, as requested. The Corporation's fiscal year shall be from October 1 through September 30, so as to coincide with the fiscal years of the Cities of Bryan and College Station and Brazos County.

ARTICLE XXVII.
LIABILITY AND INDEMNIFICATION

A. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, or suit or proceeding, whether civil, criminal, administrative or investigative and any appeal of such suit, action or proceeding by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against judgments, penalties, fines, settlements and expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he is found, pursuant to the requirements and procedure set forth in paragraph (d) below, to have met the standard of conduct necessary for indemnification hereunder. If a person defined above is found liable to the Corporation or is found liable on the basis of a personal benefit was improperly received by that person, the

indemnification by the Corporation shall be limited to reasonable expenses actually incurred. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful or intentional misconduct in the performance of his duty to the Corporation.

B. The termination of any action, suit or proceeding by judgment order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not meet the requirements set forth below at section (d). A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

C. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, and prior to the determination required by paragraph (d) hereof, upon receipt of (i) an unlimited general obligation or undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section, and (ii) a written affirmation by the director, officer, employee or agent of his good faith belief he has met the standard of conduct necessary for indemnification hereunder.

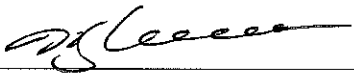
D. The indemnification hereunder shall be made only upon a determination in the specific case that indemnification is proper in accordance with the following standards: the person (i) conducted himself in good faith; (ii) reasonably believed (a) in the case of conduct taken in his official capacity, his conduct was in the Corporation's best interest, and (b) in all other cases, his conduct was not at least opposed to the Corporation's best interest; and (iii) in criminal cases had no reasonable cause to believe his conduct was unlawful. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if a quorum cannot be obtained, by a majority vote of a committee of the board of directors designated to act in this matter by a majority vote of all directors, consisting solely of two (2) or more directors, not named defendants or respondents, or (3) by the written opinion of special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in (1) and (2) above or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

E. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provision of this section.

F. Any indemnification or advance of expenses in accordance with this article shall be reported to the members in writing with or before the (i) notice or waiver of notice of the next meeting,

or (ii) consent to action without meeting, but in any case no later than twelve (12) months from the date of indemnification or advance.

Dated: April 20, 2016



Mark Humphrey, Chairman of the Board

Legislation Details (With Text)

File #:	17-0340	Version:	1	Name:	BPG Appointment
Type:	Appointment	Status:		Status:	Agenda Ready
File created:	6/30/2017	In control:		In control:	City Council Regular
On agenda:	8/10/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding appointments to the Bicycle, Pedestrian, and Greenway Advisory Board.				
Sponsors:	Ian Whittenton				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to the Bicycle, Pedestrian, and Greenway Advisory Board.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Philip Lasley and Joanna Kaspar have both tendered their resignations from this committee. Although there are two positions open, there are two of three slots/fields of representation that can be filled:

(d) One member shall have specialized knowledge and experience regarding: 1) Bicycling

(e) One member shall represent one of the following fields or professions: 1) Transportation Planning; 2) Engineering; 3) Architecture; 4) Landscape architecture; 5) Urban planning

(f) One member shall represent one of the following fields or professions: 1) Environmental/Ecological Sciences; 2) Stormwater /Floodplain Management; 3) Natural Resources

Both positions are unexpired, and appointments need to be made for the unexpired terms until January 2019. Advertisement for the positions went out in early July, and applicants have a deadline of August 3.

Budget & Financial Summary: None

Attachments: None