



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840
Internet: <https://zoom.us/j/96728393278>
Phone: 888 475 4499 and Meeting ID: 967 2839 3278

June 9, 2022

4:00 PM

City Hall Council Chambers

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

1. **Call to Order.**
2. **Executive Session is Closed to the Public and Will Be Held in the 1938 Executive Conference Room. The Open Meeting Will Resume No Earlier Than 5:00 PM.**

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

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

Litigation

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- c. City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas
- d. Shana Elliott and Lawrence Kalke v. The City of College Station, et al.

Legal Advice

- a. Legal advice related to a 2017 CDBG funding agreement and proposed change order with B/CS Habitat for Humanity.

Real Estate {Gov't Code Section 551.072};

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Real estate negotiations for property located generally at the intersection of Texas Avenue and Francis Drive in College Station

Personnel {Gov't Code Section 551.074};

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

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

Economic Incentive Negotiations {Gov't Code Section 551.087};

Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

- a. Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.

3. Reconvene from Executive Session and Take Action, if Any.

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

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

5. Hear Visitors.

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

6. Workshop Items.

- 6.1. Presentation, discussion, and possible action regarding off-street parking requirements.

Sponsors: Jesse Dimeolo

Attachments: None

- 6.2. Presentation, discussion, and possible action regarding an update from the Regional Mobility Authority (RMA) provided by Daniel "Barry" Moore.

Sponsors: Bryan Woods

Attachments: None

7. Consent Agenda.

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

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

- May 23, 2022 Special Meeting
- May 26, 2022 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. SPM052322 DRAFT Minutes
2. CCM052622 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with BCS Curb Appeal Maintenance, LLC for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. 22300463 BCS Curb Appeal Maintenance LLC - COCS Recyclables Franchise Agreement

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

Sponsors: Emily Fisher

Attachments: 1. 22300503 Rocking H Dumpsters - COCS Recyclables Collection Franchise Agreement 4.28.22

- 7.4. Presentation, discussion, and possible action regarding a resolution adopting a substantial amendment to the 2021 Annual Action Plan to include \$1,740,263 of HOME Investment Partnership Program - American Rescue Plan funding and approving the City of College Station HOME Investment Partnerships Program - American Rescue Plan Allocation Plan to allow for the provision of homelessness assistance and supportive services.

Sponsors: Debbie Eller

Attachments: 1. Attachment 1 - Resolution - HOME ARP

- 7.5. Presentation, discussion, and possible action regarding a professional services contract with SynchroGrid, LLC. for \$400,000 for protection and controls electrical engineering services.

Sponsors: Timothy Crabb

Attachments: 1. Contract is available for review in the City Secretary's Office
2. RFQ 20-053 P & C Engineering Eval

- 7.6. Presentation, discussion, and possible action regarding an Interlocal Agreement between the City of College Station and Grimes County regarding subdivision authority in the extraterritorial jurisdiction.

Sponsors: Molly Hitchcock

Attachments: 1. ILA with Grimes County

- 7.7. Presentation, discussion, and possible action regarding City Council's updated Council Meeting Procedures.

Sponsors: Tanya Smith, Carla Robinson

Attachments: 1. 060922 Council Meeting Procedures 2022 Updated final draft

- 7.8. Presentation, discussion, and possible action regarding an ordinance amending Chapter 2, "Administration," Article I, "In General," of the Code of Ordinances of The City of College Station, Texas, by adding Sec. 2-3., "City Boards, Commissions and Committees," relating to general rules established for city-council appointed boards, commissions, and committees.

Sponsors: Tanya Smith, Carla Robinson

Attachments: 1. 060922 Draft Ordinance - City Boards Commissions and Committees v4

- 7.9. Presentation, discussion, and possible action regarding an updated Boards, Committees, and Commissions Handbook.

Sponsors: Tanya Smith, Carla Robinson

Attachments: 1. 060922 - Citizen Boards Committees and Commission Handbook final draft

- 7.10. Presentation, discussion, and possible action regarding Change Order No. 4 in the amount of \$118,806 to the professional services contract with Freese and Nichols, Inc. for the Lick Creek Wastewater Treatment Plant Capacity Expansion Project.

Sponsors: Emily Fisher

Attachments: 1. Change Order 4

- 7.11. Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Sponsors: Bryan Woods

Attachments: 1. June 9 Disaster Declaration Ordinance Renewal

8. Regular Agenda.

- 8.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from C3 Light Commercial to GC General Commercial on approximately 1.26 acres of land located at 4180 State Highway 6 South.

Sponsors: Derrick Williams

Attachments:

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

- 8.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 2.3 "Zoning Board of Adjustment", Section 3.17 "Written Interpretation", Section 3.19 "Variance", and Section 3.20 "Administrative

Appeal” of the Code of Ordinances of the City of College Station, Texas, regarding the powers, duties, and processes of the Zoning Board of Adjustment.

Sponsors: Molly Hitchcock

Attachments:

1. Ordinance
2. Section 2.3. Zoning Board of Adjustment redlines
3. Section 3.17 Written Interpretation redlines
4. Section 3.19 Variance redlines
5. Section 3.20 Administrative Appeal redlines

8.3. Presentation, discussion, and possible action regarding an ordinance amending in its entirety Chapter 8, “Businesses,” Article XIII, “Dockless Bike Share Program”.

Sponsors: Venessa Garza

Attachments:

1. Ordinance Amendment - Dockless Bike Share Program - with Changes
2. Ordinance Amendment - Micromobility 5-23-22

9. Council Calendar - Council May Discuss Upcoming Events.

10. Items of Community Interest.

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

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

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

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on June 3, 2022 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."

June 9, 2022
Item No. 6.1.
Off-Street Parking Requirements

Sponsor: Jesse Dimeolo

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Presentation, discussion, and possible action regarding off-street parking requirements.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning & Zoning Commission heard this item at their May 19, 2022 Regular Meeting. The Commission added comments and suggestions with an overall theme of support for the item moving forward, especially for commercial uses. The Commission did express concern with reducing off-street parking requirements in residential neighborhood areas.

Summary: As part of the Plan of Work, the Planning and Zoning Commission requested that staff explore the option of reducing or eliminating off-street parking requirements for certain uses and/or areas. This presentation is to provide an overview of the minimum off-street parking requirements in the Unified Development Ordinance (UDO) Section 7.3 and suggestions on potential changes to the ordinance to modify or remove parking minimums for certain uses and or areas of the city.

Reducing and/or eliminating minimum parking requirements can have significant benefits for a community, such as allowing land that would otherwise be used for predominately empty parking lots to be used for more productive development or recreational areas; improving the walkability of a community; and reducing the cost of development. This item is to explore what other peer cities are currently doing regarding parking requirements and help cultivate discussion as to the appropriate path to pursue. Staff is seeking direction from the City Council on this topic.

Budget & Financial Summary: N/A

Attachments:

None

June 9, 2022

Item No. 6.2.

Update from the Regional Mobility Authority (RMA) provided by Daniel "Barry" Moore.

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update from the Regional Mobility Authority (RMA) provided by Daniel "Barry" Moore.

Relationship to Strategic Goals:

Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

None

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
MAY 23, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Tanya Smith, City Secretary
Ian Whittenton, Deputy 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 10:04 p.m. on Monday, May 23, 2022, 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 §551.074-Personnel, the College Station City Council convened into Executive Session at 10:04 p.m. on May 23, 2022, 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 Attorney

3. Reconvene from Executive Session and take action, if any.

Executive Session recessed at 10:46 p.m. No action was taken.

4. Adjournment.

There being no further business, Mayor Mooney adjourned the Special Meeting of the City Council at 10:46 p.m. on Monday, May 23, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MAY 26, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Carla Robinson, City Attorney
Adam Falco, Senior Assistant City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:00 p.m. on Thursday, April 26, 2022, 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, §551.072-Real Estate, §551.074-Personnel, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 4:01 p.m. on May 26, 2022, 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
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and

- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas; and
- B. Consultation with attorney to receive legal advice; to wit:
- Legal advice regarding open meetings requirements, council members' role related to council appointed committees, and other issues related to council members' role.
- C. Deliberation on the purchase, exchange, lease, or value of real property; to wit:
- Real estate negotiations for property generally located at the intersection of State Highway 6 and Venture Drive in the College Station Business Center.
- D. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- City Attorney
 - City Secretary
 - Council Self-Evaluation
- E. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:
- Power Supply.

3. Reconvene from Executive Session and take action, if any.

Executive Session recessed at 6:03 p.m. No action was taken.

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

5. Presentation – Proclamations, Awards, and Recognitions.

5.1. Presentation to recognize three students from College Station that received a College Station Arts Scholarship.

Mayor Mooney presented a proclamation and certificates to honor the three students from College Station that received a College Station Arts Scholarship.

- Ellie Hague from A&M Consolidated with the \$3,000 Arts Council Scholarship Award.
- Penelope Morris from College Station High School with the \$5,000 Netta Jackson Simek Emerging Scholarship Award.
- Mary Creel from College Station High School with the \$5,000 James Young Bradfield Fine Arts Scholarship Award.

6. Hear Visitors Comments

Jacque Flagg, College Station, came before Council as the president of the non-profit Unlimited Potential to provide information on potential housing for youth that are in foster care. She stated that a facility purchased at 1115 Anderson to provide housing for the youth is proving costly to renovate but the organization is attempting to partner with the community for resources and funding.

Jean-Louis Briaud, College Station, came before Council to request a covered tennis facility be built in Bee Creek Park behind the current uncovered courts.

Jonathan Coopersmith, College Station, came before Council regarding bicycle friendly infrastructure and asked Council to think more long term when planning these improvements.

Brandon Carlson, College Station, came before Council regarding local tennis courts and his experience with Parks and Recreation programs. He provided information on the nationwide increase in tennis players and a study he conducted at a local tennis court on its usage.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action on demonstration programs to promote neighborhood revitalization.

Alyssa Halle-Schramm, Planning and Development, explained that this item stems from the City Council workshop item presented on May 27, 2021 regarding neighborhood integrity. The Council asked for a future agenda item regarding options to stimulate revitalization and owner occupancy in residential areas. For this workshop, staff presented options for the City Council to consider and provide direction. Staff proposed a program centered on the purchase and rehabilitation of single-family homes in the Southwood Valley neighborhood for sale to income eligible homebuyers with gross annual household incomes at or below 120% of AMI. Down Payment Assistance in the form of a 0% interest deferred shared equity loan and other financing mechanisms could also assist with eligible purchases. This program could be stand-alone or paired with other programs. Another option includes an infill development program with similar eligibility and financing mechanisms in neighborhoods with infill potential. Southwood Valley would not be the focus area of this second program, as its infill potential is limited. Additionally, neighborhood integrity initiatives could be concentrated in areas close to other revitalization programs. This could involve multiple City Departments including Code Enforcement and Neighborhood Services, as well as nonprofit and volunteer groups to develop and implement initiatives like the McCullough Neighborhood Integrity Day.

David Brower, Community Development Analyst, presented the program options.

Program Need:

- Home prices have increased 53% since 2012 / Income has increased 24%
 - Average sales price for single family home in 2021 - \$375,995 (\$306,500 median)
 - Average sales price for new single-family home in 2021 - \$384,540 (\$342,070 median)
 - Average sales price for non-new single-family home in 2021 - \$334,540 (\$292,000 median)
 - ✓ First 3 months of 2022 average - \$365,540 (\$325,000 median) 65% of sales above asking price.
- 30-year mortgage rates increased in 2022 from 3.45% to 5.48%
- Family of 4 making \$68,812 annually (100% of AMI) could purchase a \$234,700 home (Conventional loan with 5% down, 5.4% interest rate – 32% of monthly income going to PITI payment)
- Families with incomes below 100% of AMI are not being served by the College Station housing market

Summary, Next Steps & Direction

Summary & Next Steps:

- Program 1 Purchase & Rehabilitate
 - Southwood Valley demonstration area
 - Cost per Unit: \$300,000
 - Income eligible: 80-120% AMI
 - Possible participant preferences
- Program 2
 - Further refine infill opportunity areas
- Program 3
 - Identify additional neighborhood character programs
- Pursue Program 1
 - Scale / how many homes
 - Income eligible range
 - Preferred participants
- Pursue Program 2
- Pursue Program 3
- Affordable housing strategy / plan

Direction Needed:

Council directed staff to keep researching grants and nonprofit partnerships, continue to look at affordable housing holistically, potentially look at current programs and combining efforts, and engage the private sector in workforce housing availability.

7.2. Presentation, discussion, and possible action on a report on electrical transformer costs.

Timothy Crabb, Director of Electric, stated that this item was requested by Council as a general presentation for informational purposes to the public regarding changes being made to cost allocations to developers for electric material costs due to the scarcity of metals and inflation of costs. This presentation was previously made to the developers and builders in the City on April 7, 2022.

The Current Material Situation

- The cost of poles has risen 10% since the last bid.
- The new cost of transformers is 2.5 to 4 times higher than 2 years ago. Delivery time is up to 92 weeks.
- Vendors will not hold firm prices on material.
- Utilities are “trading materials” to try to keep up with serving customers.
- Austin Energy, Georgetown, PEC, GVEC, Denton, Seguin, CPS, and others are charging developers 100% of the cost for projects up-front.

CSU’s Direction

- As of April 7th, we began charging the Difference in Cost for transformers required for a project up-front before work can begin.
- These costs will be updated on our next transformer bid. They can go up or down with the market.
- Projects already on the schedule for construction were not charged.
- This may not be the only change CSU will have to make to cope with the fluctuations in the market and the excessive inflation that is affecting everyone.

7.3. Presentation, discussion, and possible action regarding a report on economic indicators for the City of College Station.

Natalie Ruiz, Economic Development Director, state that this report was requested by Council at the April 28, 2022, Council Meeting. Staff presented information on the economic performance of College Station and discuss how those measures influence key department goals and strategies.

Historical Population Growth

2020 Census: 120,511 (up 78% since 2000)

Current projections: over 162,000 by 2030

2021 Snapshot

Construction Value - \$379.5 M

The FY22 Capital Projects Budget was \$46.8 million, which includes projects like: Lick Creek Wastewater Treatment Plan Expansion, Spring Creek Substation upgrades, Greens Prairie Water Tower rehab, and Rock Prairie Elevated Water Tower.

Sales Tax

- FY22 Budget projects sales tax revenues of \$33 million, which account for 36% of General Fund revenues
- First quarter of FY22 (Oct-Dec 2021): \$9,545,415 vs. \$7,977,204 over same period in FY21 and \$7,871,248 over same period in FY20 (pre-pandemic); increase of 20% from FY21 and 21% from FY20; finished calendar year 2021 up 17.26% from 2020

Hotel Occupancy Tax (HOT)

- First quarter of FY22 (Oct-Dec 2021): \$1,838,307 vs. \$742,573 over same period in FY21 and \$1,768,593 over same period in FY20 (pre-pandemic); increase of 148% from FY21 and 4% from FY20

8. CONSENT ITEMS

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

No consent items pulled for discussion.

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

- **April 28, 2022 Council Meeting**
- **May 6, 2022 Special Meeting**
- **May 18, 2022 Special Meeting**

8.2. Presentation, discussion, and possible action on an Interlocal Agreement with Texas A&M University providing animal control services to the university.

8.3. Presentation, discussion, and possible action regarding the approval of an annual purchase agreement for Topsoil, Sand, Concrete Rip Rap bid to BPI Materials, LLC. in an amount not to exceed \$162,212.50 to provide materials for city use.

8.4. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with BCS Curb Appeal Maintenance, LLC for the collection of recyclables from commercial businesses and multi-family locations.

8.5. Presentation, discussion, and possible action regarding Change Order 1 deducting the amount of \$363,150 from the Professional Services contract with Quiddity Engineering, LLC for the Victoria Rehabilitation project.

8.6. Presentation, discussion, and possible action regarding a professional services contract with Quiddity Engineering, LLC in the amount of \$182,900 for adding roundabouts and sidewalks on Victoria Avenue.

8.7. Presentation, discussion, and possible action regarding a Change Order to a Community Development Block Grant Funding Agreement with Bryan-College Station Habitat for Humanity in the amount of \$200,000 for the development at 14015 Renee Lane, the extension of the contract term, and a change to the Statement of Work reducing the number of houses to be developed.

8.8. Presentation, discussion, and possible action to approve the provision of services by Global Payments Direct, Inc. (“Global”) for Credit Card Payment Processing Services by approving Amendment No. 4 which renews the agreement and formally downward adjusts the annual estimated expenditure to \$250,000.

8.9. Presentation, discussion, and possible action on approving an annual contract for the on-site security operations for City-sponsored events and security detail for Northgate, through the General Services Administration (GSA) Cooperative. The estimated annual expenditure is \$160,000.

8.10. Presentation, discussion, and possible action on renewing a subscription agreement with Gartner, Inc. for \$149,378.

8.11. Presentation, discussion, and possible action regarding a contract in the amount of \$206,193 with Quality Works Construction, Inc. for Lincoln Center Park Improvements that includes the replacement of playground equipment.

8.12. Presentation, discussion, and possible action regarding an animal sheltering services agreement with the Aggeland Humane Society.

8.13. Presentation, discussion, and possible action regarding approval of Change Order 1 for the City’s annual price agreement with Techline Inc., for electric materials in inventory for the amount of \$280,934.00 for an increase not to exceed total amount of \$1,584,623.25. The original annual price agreement was for a not-to-exceed total amount of \$1,303,689.25.

8.14. Presentation, discussion, and possible action regarding a design contract with Binkley and Barfield, Inc in the amount of \$641,661 for design and construction phase service for the rehabilitation of Krenek Tap Road and Resolution No. 05-26-22-8.14 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

8.15. Presentation, discussion, and possible action regarding Change Order 1 to a construction services contract with Weisinger, INC. in the amount of \$190,000.

8.16. Presentation, discussion, and possible action for the purchase of two well motors for the rehabilitation of Waterwells 1 & 2 project through the Aggiebuy cooperative with Evans Enterprises, Inc. in the amount of \$141,213.30.

8.17. Presentation, discussion, and possible action on rejecting all bid responses and canceling the bid to purchase fiber optic cable.

Consent Item No. 8.7 was pulled and moved to the June 9, 2022 agenda.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items except for 8.7. The motion carried unanimously.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding a substantial amendment to the 2021 Annual Action Plan to include the City of College Station HOME Investment Partnerships Program - American Rescue Plan Allocation Plan funds in the amount of \$1,740,263 to provide homelessness assistance and supportive services.

Raney Whitwell, Community Services, stated that this item is a proposal to complete a substantial amendment to the 2021-2022 Annual Action Plan. The substantial amendment will enable the City to receive and administer \$1,740,263 in HOME Investment Partnerships Program - American Rescue Plan funds (HOME-ARP) from the U. S. Department of Housing and Urban Development (HUD). HOME-ARP requires the adoption of the City of College Station HOME-ARP Allocation Plan (Plan) to provide homelessness assistance and supportive services. Funds must be used to primarily benefit individuals and families in the following specified qualifying populations:

- Homeless
- At risk of becoming homeless
- Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Veterans and families that include a veteran that meet one of the preceding criteria.

Mrs. Whitwell presented a summary of the requirements of HOME-ARP and the proposed Plan, which includes 1) an outline of the completed consultation and public participation process, 2) a needs assessment of qualifying populations and gaps in local housing and social service systems, and 3) planned uses of HOME-ARP funds. At a future meeting, Council will consider approval of a resolution adopting the substantial amendment and HOMEARP Allocation plan at a future meeting. Following approval by City Council and HUD, a Request for Proposal process will be utilized to determine a subgrantee(s) to carry out a program to provide the services identified in the Plan.

At approximately 8:30 p.m., Mayor Mooney opened the Public Hearing.

Robert Rose, Bryan, stated he liked the idea of central transportation hub.

There being no comments, the Public Hearing was closed at 8:31 p.m.

Staff will bring back this item for approval after holding public meetings for citizen comments.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4355 amending Appendix A, "Unified Development Ordinance, "Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District with a base zoning of MF Multi-Family for approximately 8.91 acres located at 1898 Arnold Road.

Robin Macias, Planning and Development, stated that this request is to modify the existing PDD Planned Development District Zoning and concept plan on approximately 8.91 acres. The property

was originally zoned PDD Planned Development District with the neighboring property to the east in 2012. The commercial portion of the original PDD has since developed, so this PDD modification request covers the undeveloped residential portion of the property. The applicant is requesting to change the base zoning from R-6 High Density Multi-Family to MF Multi-Family and update the general layout of the Concept Plan with modifications to the maximum height, parking space requirement, and cross access as set forth in the Concept Plan. These modifications will not change the land uses currently allowed on the property but are to provide benefits to the senior community.

Section 12-7.3 Off-Street Parking Standards:

- Multi-Family
- 1 bedroom unit: reduced from 1.5 spaces per bedroom to 1.15 spaces per bedroom (no change from original PDD)
- 2 + bedroom units: now proposed to meet the parking space requirements as set forth in Section 12-7.3 of the UDO

Section 12-5.2 Residential Dimensional Standards:

- Reduction in the maximum height to 40 feet. The previous Concept Plan stated that the maximum building height would be 50 feet for lot one and 60 feet for lot two.

Section 12 – 7.4 Access Management and Circulation

- Cross access shall not be required to adjacent development.

The Planning and Zoning Commission heard this item at their May 5, 2022 Regular Meeting and voted unanimously to recommend approval. Staff recommends approval.

At approximately 8:42 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:42 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4355, amending Appendix A, “Unified Development Ordinance, “Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map”, of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District with a base zoning of MF Multi-Family for approximately 8.91 acres located at 1898 Arnold Road. The motion carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4356 amending Appendix A, “Unified Development Ordinance, “Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map”, of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District with a base zoning of MF Multi-Family for approximately 5 acres located at 404 Harvey Mitchell Parkway South.

Jesse Dimeolo, Planning and Development, stated that the property is the southernmost lot out of three lots that share driveway access off Harvey Mitchell Parkway. The two northern lots have been developed for commercial and office related uses, with this lower lot still undeveloped. The subject property is adjacent to the Aggie Field of Honor and was rezoned to a PDD with a base zoning of MF Multi-Family in May 2017. Mr. Dimeolo explained that this rezoning is not proposing any change to the base zoning of MF Multi-Family but is proposing an amended Concept Plan with a different bedroom per unit mix, a different building and amenity layout, and a meritorious modification for

parking.

The current rezoning request is for three modifications to the previously approved PDD Concept Plan—a modification to the number of units, a modification to the building layout on site, and a meritorious modification to the parking requirement.

1. Modification to the Number of Units

The PDD currently states that the maximum building height will be four stories tall, with a maximum of 199 multi-family units and 339 bedrooms. One of the three proposed amendments to the Concept Plan is to change the number of units and the unit mix, but the total number of bedrooms will not change, just the ratio of bedrooms to units. Originally the ratio was 2.4 bedrooms per unit, but the proposed PDD will be 1.7 bedrooms per unit.

2. Building Layout

The second proposed amendment to the Concept Plan is related to the layout of development on the site. Concerns on the original PDD rezoning included noise from the pool amenity area next to the cemetery and apartment buildings blocking the view of Kyle Field from the cemetery. The applicant has addressed both concerns. Regarding noise coming from the pool amenity area, this will be located interior to the site and surrounded by the apartment building itself. The building will open towards Harvey Mitchell, not the cemetery. The second concern about sight angles to Kyle Field has been addressed by a clear zone easement established with the original plat in the southern portion of the property. This easement does not allow any structures to be built there.

3. Meritorious Modification – Parking

This proposed amendment to the Concept Plan is a meritorious modification to the parking requirements for multifamily. UDO requirements for multi-family dwelling units are typically 1.5 spaces per bedroom for one-bedroom apartments and 1 space per bedroom for 2+ bedroom units. The proposal is for one parking space per bedroom regardless of the unit size with additional parking provided for staff.

The Planning and Zoning Commission heard this item at their May 5, 2022 Regular Meeting and voted 6-1 to recommend approval. Staff recommends approval.

At approximately 8:59 p.m., Mayor Mooney opened the Public Hearing.

Robert Rose, Bryan, stated he lives in Traditions behind this development and concern with traffic access on this site.

There being no comments, the Public Hearing was closed at 9:08 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4356, amending Appendix A, “Unified Development Ordinance, “Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map”, of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District with a base zoning of MF Multi-Family for approximately 5 acres located at 404 Harvey Mitchell Parkway South. The motion carried unanimously.

9.4. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Carol Cotter, Planning and Development, stated that this report documents the period of October 1, 2021, through March 31, 2022. There have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. This report includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues. The Planning and Zoning Commission serves as the Impact Fee Advisory Committee (IFAC) per the City of College Station Code of Ordinances Chapter 107, Impact Fees. In addition, ad hoc members were also appointed for the update process.

The Impact Fee Advisory Committee (IFAC) heard this item at their meeting on May 19, 2022 and recommended forwarding the report to the City Council for their consideration. As part of their discussion, the IFAC expressed general concern about the low collection rate, which may result in the inability to collect adequate funds to complete the needed capital projects. Staff recommends that City Council acknowledge and accept the Semi-Annual Report.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to approve the Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

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

Councilmember Cunha reported on the Cycle with Council event.

Councilmember Nichols made note of the Community Open House Meeting for 2022 Bond on May 31, 2022 at Larry J. Ringer Library.

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

Nothing to report on.

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no

notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Councilmember Harvell requested a discussion on proposed sites for Fire Station Eight.

Mayor Mooney requested a discussion exploring ways to help programs such as Unlimited Potential.

Councilmember Maloney requested a future agenda item on creating a sub-committee regarding city branding.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 9:33 p.m. on Thursday, May 26, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

June 9, 2022

Item No. 7.2.

BCS Curb Appeal Maintenance, LLC Franchise Agreement Ordinance

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: The proposed agreement would allow BCS Curb Appeal Maintenance, LLC to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing on-site collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

Budget & Financial Summary: N/A

Attachments:

1. 22300463 BCS Curb Appeal Maintenance LLC - COCS Recyclables Franchise Agreement

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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ARTICLE I. DEFINITIONS

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

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

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

ARTICLE III. PAYMENT AND TERM

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

ARTICLE VII. COLLECTION AND TRANSPORT

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

ARTICLE IX. SERVICE COMPLAINTS

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

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

ARTICLE X. DISPOSAL AND PROCESSING

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

ARTICLE XI. VIOLATION AND PENALTY

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

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

ARTICLE XIV. DISPUTES AND MEDIATION

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

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

15.3 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

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

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

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

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

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

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

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

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

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

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

City of College Station	BCS Curb Appeal Maintenance, LLC
Attn: Michael Lucas, Fiscal Services	Attn: M. Chase Hamff, Manager
PO BOX 9960	PO Box 91
College Station, TX 77842	Wellborn, TX 77881
mlucas@cstx.gov	chase@curbappealmaintenance.com

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

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

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

- a. First Consideration & Approval on the ____ day of _____, 2022.
- b. Second Consideration & Approval on the ____ day of _____, 2022.

BCS CURB APPEAL MAINTENANCE, LLC

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: **Owner/Member**

Date: _____

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate is \$250.00 per pull, and may increase, depending on a variety of conditions, including but not limited to:
 - a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2022

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

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

PRODUCER Jones & Associates Inc. 1580 Copperfield Pkwy College Station, TX 77845	CONTACT NAME: Sydney Robins	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: sydney@jonesinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED BCS Curb Appeal Maintenance 3499 Mesa Verde Dr College Station, TX 77845	INSURER A : United Fire Lloyds	
	INSURER B : Mercury County Mutual Insurance Co	
	INSURER C : Texas Mutual Workers' Compensation Ins	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

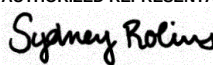
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	85322320	7/15/2021	7/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BA420000017404	7/17/2021	7/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			85322320	7/15/2021	7/15/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0002050032	7/15/2021	7/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured for ongoing and completed operations as required by written contract. General Liability coverage is primary and non-contributory. Waivers of Subrogation are provided on all policies on behalf of the Certificate Holder as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Michael Lucas, Fiscal Services PO Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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June 9, 2022

Item No. 7.3.

Rocking H Dumpsters LLC Franchise Agreement Ordinance

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: The proposed agreement would allow Rocking H Dumpsters LLC to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing on-site collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

Budget & Financial Summary: N/A

Attachments:

1. 22300503 Rocking H Dumpsters - COCS Recyclables Collection Franchise Agreement 4.28.22

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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ARTICLE I. DEFINITIONS

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

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

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

ARTICLE III. PAYMENT AND TERM

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

ARTICLE VII. COLLECTION AND TRANSPORT

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

ARTICLE IX. SERVICE COMPLAINTS

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

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

ARTICLE X. DISPOSAL AND PROCESSING

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

ARTICLE XI. VIOLATION AND PENALTY

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

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

ARTICLE XIV. DISPUTES AND MEDIATION

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

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

15.3 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

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

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

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

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

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

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

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

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

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

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

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

ROCKING H DUMPSTERS LLC
Attn: CLINT HEBERT
12098 FM 1940
FRANKLIN, TX 77856
RHDUMPSTERS@GMAIL.COM

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

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

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

- a. First Consideration & Approval on the ____ day of _____, 2022.
- b. Second Consideration & Approval on the ____ day of _____, 2022.

ROCKING H DUMPSTERS LLC

By: _____

Printed Name: _____

Title: **Manager/Co-Owner**

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

I. Contractor's base rates are set forth below and may increase, depending on a variety of conditions, including but not limited to:

- a. Location of Customer
- b. Impact on Existing Routes
- c. Ingress and Egress Capabilities
- d. Special Requests by Customers
- e. Frequency of Collections
- f. Volume of Materials
- g. Type of Materials
- h. External Contributing Conditions of Market Costs

A. 17 YARD

\$500 + TAX (10 DAY RENTAL) includes 1 dump up to 3 tons.

\$850 + TAX (30 DAY RENTAL) includes 2 dumps up to 3 tons each.

Any loads that exceed 3 tons will be charged \$50/ton for an overweight fee.

Additional dumps are \$450/each + Tax.

B. 20 YARD

\$550 + TAX (10 DAY RENTAL) includes 1 dump up to 3 tons.

\$900 + TAX (30 DAY RENTAL) includes 2 dumps up to 3 tons each.

Any loads that exceed 3 tons will be charged \$50/ton for an overweight fee.

Additional dumps are \$450/each + Tax.

These rates are subject to change and they will be updated on our RHD's website. The City will receive a revised rate schedule in writing.

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE



ROCKHDU-01

JPHILLIPS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2022

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

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

PRODUCER Rollo Insurance Group, Inc PO Box 407 Franklin, TX 77856	CONTACT NAME: PHONE (A/C, No, Ext): (979) 828-4030 FAX (A/C, No): (979) 828-2060 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Northland Insurance Company INSURER B: Progressive County Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rocking H Dumpsters LLC PO Box 494 Franklin, TX 77856	NAIC # 24015 29203

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		WS468641	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ HIRED and non owned ☒ HIRED Autos	X		02383643-1	7/17/2021	7/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insureds consist of the City of College Station, its employees, agents, volunteers, and officials.

CERTIFICATE HOLDER

CANCELLATION

CITY OF COLLEGE STATION PO BOX 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Contract No. 22300503

Name of Project: Solid Waste & Recyclables Franchise Agreement

REQUEST FOR EXCEPTION TO WORKERS' COMPENSATION REQUIREMENT

I, the undersigned, am the sole owner, shareholder, principal or partner doing business as ROCKING H DUMPSTERS LLC I herein verify ROCKING H DUMPSTERS LLC does not have paid employees or subcontractors, nor does it conduct business in any way that would require it to have Workers' Compensation coverage when performing for the City of College Station under the above-referenced contract. Based on this, I request an exception to the City's Workers' Compensation contract insurance requirement be granted for this project.

I understand if ROCKING H DUMPSTERS LLC hires any employees or does anything to change its obligations under state law with respect to carrying Workers' Compensation insurance when performing for the City, it will promptly do so and notify the City of same.

ROCKING H DUMPSTERS LLC assumes full responsibility for its obligations, if any, under applicable law relating to workers' compensation.

Name of Business: ROCKING H DUMPSTERS LLC

SSN/FEIN No. 85-1444823 Telephone No. 979-398-2755

Address/P.O. Box: 12098 FM 1940

City: Franklin State: Texas Zip Code: 77856

Signature of Owner: Clint Hebert Date: 04/26/2022

Witnessed by: _____

RETURN SIGNED FORM TO mlucas@cstx.gov, OR

FAX TO N/A.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY'S 2021 ANNUAL ACTION PLAN TO INCLUDE HOME INVESTMENT PARTNERSHIPS PROGRAM – AMERICAN RESCUE PLAN FUNDS IN THE AMOUNT OF \$1,740,263 TO PROVIDE HOMELESSNESS ASSISTANCE AND SUPPORTIVE SERVICES.

WHEREAS, the City of College Station is entitled to receive \$1,740,263.00 in HOME Investment Partnerships Program – American Rescue Plan (HOME- ARP) funds from the United States Department of Housing and Urban Development (HUD) in Fiscal Year 2021 and has prepared a substantial amendment to the 2021 Annual Action Plan and a HOME-ARP Allocation Plan 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 City and HUD that guides the development of the annual 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 Substantial Amendment to the 2021 Action Plan and the City of College Station HOME-ARP Allocation Plan; and

WHEREAS, the City Council acknowledges that the adoption of the Substantial Amendment to the 2021 Action Plan and HOME-ARP Allocation Plan 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 Substantial Amendment to the 2021 Action Plan and adoption of the City of College Station HOME-ARP Allocation Plan.

PART 2: That the City Council hereby designates and authorizes the City Manager to sign all required applications, certifications, evaluations, and other forms required by HUD for the Substantial Amendment to the 2021 Action Plan and HOME-ARP Allocation Plan on behalf of the City of College Station.

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

RESOLUTION NO. _____

Page 2

ADOPTED this _____ day of _____, A.D. 2022

APPROVED

ATTEST:

Karl Mooney, Mayor

Tanya Smith, City Secretary

APPROVED:

City Attorney

June 9, 2022

Item No. 7.5.

Protection and Controls Electrical Engineering Services Contract with SynchroGrid, LLC.

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with SynchroGrid, LLC. for \$400,000 for protection and controls electrical engineering services.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve the contract with SynchroGrid, LLC.

Summary: In previous years, the Electric Department has contracted with one engineering firm to provide substation-related engineering services. Because of the complexity of and expertise required for some projects, as well as the timing to have work completed promptly, having an additional contract for engineering services is necessary. RFQ 22-053 was issued on April 1st and closed on April 20th, 2022, for engineering services specific to device protection and controls. Ten (10) responses were received. Through evaluation, SynchroGrid was determined to best meet the needs of the department.

This contract will be for an initial term of one (1) year with two (2) possible one-year renewals.

Budget & Financial Summary: Funds are budgeted and available in the Electric Operating & Maintenance and Capital Improvement Budgets.

Attachments:

1. Contract is available for review in the City Secretary's Office
2. RFQ 20-053 P & C Engineering Eval

Contract 22300232 is available for review in the City Secretary's office.

RFQ#22-053 Engineering Services Evaluation	A Firm Intro (5 pts)	B Project Manager Competence & Quals (20 pts)	C Support Staff Technical Adequacy (15 pts)	D Firm Experience (25 pts)	E Firm Performance (20 pts)	F Firm's Budget Performance (5pts)	G Workload Capacity & History (5 pts)	H Project Approach (5 pts)	Eval 1	Eval 2
Firm										
BHI Energy	3	12	8	16	15	3	3	4	64	
ECI Electrical Consultants	4	15	12	20	18	3	3	4	79	
Power Engineers	4	15	13	20	16	5	4	4	81	80
S&C Electric	3	15	12	15	10	1	2	4	62	
Saber Power	3	10	8	15	12	4	4	3	59	
Stanley Consultants	3	18	12	15	15	4	4	4	75	
SynchroGrid	4	18	13	20	18	3	4	4	84	86
TORLAN Engineering	3	20	12	19	18	5	3	4	84	84
TX Utility Engineering Services	4	12	12	20	16	4	4	5	77	
Ulteig	4	15	13	20	18	4	4	4	82	

June 9, 2022

Item No. 7.6.

Interlocal Agreement regarding subdivisions with Grimes County

Sponsor: Molly Hitchcock, Assistant Director of Planning and Development

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an Interlocal Agreement between the City of College Station and Grimes County regarding subdivision authority in the extraterritorial jurisdiction.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure

Recommendation(s): Staff recommends approval.

Summary: Chapter 242 of the Texas Local Government Code states that a municipality and a county shall enter into a written agreement that identifies the entity authorized to regulate subdivision plats in the extraterritorial jurisdiction (ETJ). The City of College Station's ETJ extends into three counties—Burleson, Brazos, and Grimes. Since 2002, the City has had an agreement with Brazos County to share subdivision authority. Also since 2002, the City has had an agreement with Burleson County, but because of a large amount of floodplain in the area and limited ability to serve utilities, it was agreed that Burleson County would be the platting authority.

Last June the City Council provided feedback for staff to pursue an Interlocal Agreement with Grimes County similar to the agreement with Burleson County. The City does not have the ability to unilaterally annex land and thus grow southeastward in predictable manner. There is a sizeable amount of flood hazard area in the Grimes County portion of the City's ETJ. Utility service to this region is not economical as there are sizeable BTU and Wellborn SUD certificated areas to the southeast, and thus a lack of planned College Station utilities for the area. The agreement may be terminated by either party by giving 90-days' notice to terminate; otherwise, the agreement will automatically renew annually.

The Grimes County Commissioners Court approved this ILA at their regular meeting on May 18.

Budget & Financial Summary: N/A

Attachments:

1. ILA with Grimes County

**INTERLOCAL AGREEMENT BETWEEN
CITY OF COLLEGE STATION AND GRIMES COUNTY
FOR SUBDIVISION REGULATION WITHIN THE
EXTRATERRITORIAL JURISDICTION OF
THE CITY OF COLLEGE STATION**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 9th day of June, 2022, by and between Grimes County, a political subdivision of the State of Texas ("the County"), and the City of College Station ("the City"), a Texas home-rule municipal corporation. Each shall be referred to herein, individually as a "Party", and collectively as the "Parties".

WHEREAS, a portion of the City's extraterritorial jurisdiction is within the jurisdiction of the County ("the City's ETJ"), and

WHEREAS, the City has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Subchapter A of Chapter 212, as amended, and other statutes applicable to municipalities; and

WHEREAS, the County has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Chapter 232, as amended, and other statutes applicable to counties; and

WHEREAS, the development and regulation of subdivisions in the unincorporated areas of Grimes County, Texas, including the City's ETJ area, is important to promote the (1) health, safety, morals, and general welfare of the public, and (2) safe, orderly, and healthful development of those areas; and

WHEREAS, the Texas Local Government Code Chapter 242 requires the City and the County to enter into a written agreement to provide for the limitation of subdivision regulations within the City's ETJ to one entity; and

WHEREAS, Texas Local Government Code §242.001(d)(2) provides that a county may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction and may regulate subdivisions under Sections 232.001-232.005, Subchapter B or C, Chapter 232, and other statutes applicable to counties; and

WHEREAS, both the City and the County desire that the County be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the City and the County to enter into this Agreement;

NOW, THEREFORE, the City and the County, for the mutual consideration stated herein, agree and understand as follows:

1. This Agreement shall apply to the unincorporated land located in Grimes County, Texas, and inside the City's ETJ as particularly described in the attached Exhibit A ("ETJ Area Map" or "Map").
2. The purpose of this Agreement is to ensure consistent regulation, clarity of applicability, and governmental responsibility and oversight of subdivision regulations in the City's ETJ.
3. In accordance with Texas Local Government Code §242.001(d)(2), the Parties agree that the County is hereby granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in the City's ETJ and may regulate subdivisions under Chapter 232 Subchapter B or C of the Texas Local Government Code and other statutes applicable to counties and the City shall no longer exercise any of these functions in City's ETJ.
4. Should the City expand or reduce the City's ETJ, the City shall promptly notify the County of such expansion or reduction so that this Agreement may be amended, upon agreement of both parties, to take into account the expansion or reduction in the City's ETJ. In the event that the City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both the City and the County agree that the County shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ, and to regulate subdivisions under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, until this Agreement is amended to take into account such expansion or reduction of the City's ETJ.
5. Miscellaneous.
 - a. This Agreement expresses the entire agreement between the Parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both Parties.
 - b. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

- c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be, in Brazos County, Texas.
- d. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions shall continue in full force and effect.
- e. The Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- f. The term of this Agreement shall begin on the Effective Date and shall automatically renew on its anniversary date, unless amended by the subsequent written agreement of the Parties or terminated.
- g. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving ninety (90) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the address provided in this Agreement. Upon termination of this Agreement, neither Party shall have any obligations to the other party under this Agreement.
- h. The Parties' performance under this Agreement shall be paid from current revenues.
- i. Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below.

Grimes County Judge
P.O. Box 160
270 FM 149 West
Anderson, Texas 77830
Tel: (936) 873-4476
Email: _____

City of College Station
PO Box 9960
1101 Texas Avenue South
College Station, Texas 77842
Tel: (979) 764-3510
Email: _____

IN WITNESS OF THIS AGREEMENT, the City and the County, through their duly appointed agents, have executed this Agreement in duplicate originals.

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Attorney

Date: _____

City Manager

Date: _____

APPROVED AND EXECUTED BY THE GRIMES COUNTY COMMISSIONERS COURT, GRIMES COUNTY, TEXAS, in its meeting held on the 18th day of May, 2022, and executed by its authorized representative.

ATTEST:

Vanessa Buzynka
County Clerk

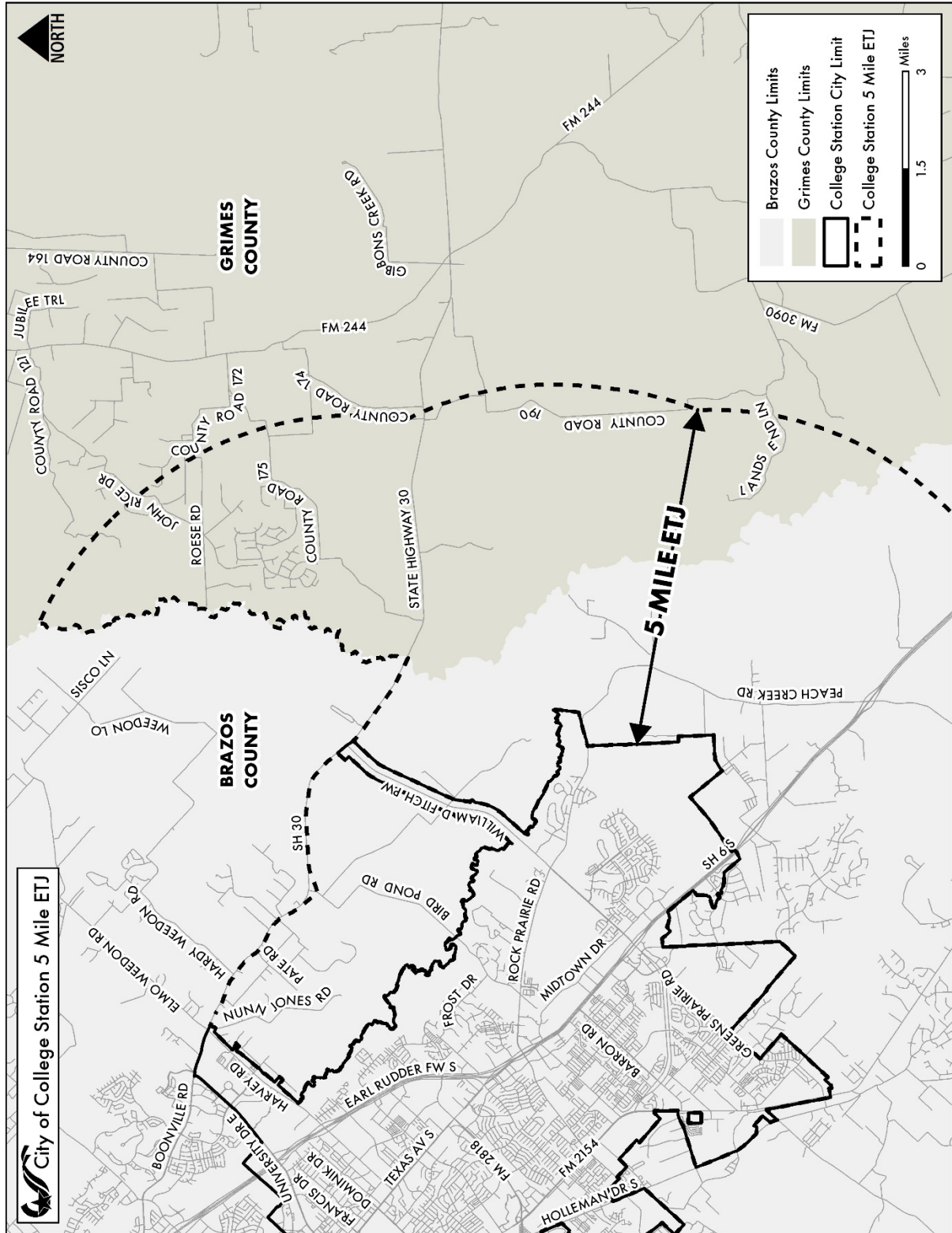
APPROVED AS TO FORM:

[Signature]
County Attorney

EXECUTED this the 18th day of May, 2022, by
Grimes County.

By: [Signature]
Grimes County Judge
JOE FAULKNER

Exhibit A



June 9, 2022
Item No. 7.7.
Council Meeting Procedures

Sponsor: Tanya Smith, City Secretary, Carla Robinson, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding City Council's updated Council Meeting Procedures.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval of the updated meeting procedures.

Summary: The current Council Meeting Procedures was revised in 2010 by City Council. With the changes over the years and since the pandemic, staff was directed by the Council to update the procedures. Suggested language from Legal and City Secretary has been added for the Council's consideration. The proposed changes will provide more citizen participation during the council meetings, online participation, and speaker protocol.

Budget & Financial Summary: N/A

Attachments:

1. 060922 Council Meeting Procedures 2022 Updated final draft



COUNCIL MEETING PROCEDURES

Upon adoption of this policy by the City Council, the following rules and order of business will be adhered to. Such action is in accordance with Section 33 of the Charter of the City of College Station, which states that the Council shall determine its own rules and order of business.

MEETINGS

Regular scheduled meetings will be held on the second and fourth Thursday of each month. Such meeting will be held at City Hall in the Council Chambers commencing no earlier than 5:00 p.m. unless there are Public Hearing which must start no earlier than 6:00 pm. This time is subject to change at the discretion of the City Council. Special meetings shall be called upon request of the Mayor or a majority of the members of the City Council as prescribed by the City Charter Section 31. Periodic retreat sessions will also be scheduled to provide City Council time to discuss short term and long-term goals. The general public may address the City Council regarding any items on the agenda other than those items posted for Executive Session. Should the City Manager identify a need for a special meeting, he shall consult with the Mayor to schedule said meeting. All meetings shall be subject to the provisions of the Texas Open Meetings Act, V.T.C.A., Government Code, Ch. 551, Open Meetings, as amended.

Most meetings of the City Council are held in person with teleconference participation. Council agendas include a caption stating "Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view the member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The city uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only." This statement will stay until deemed unnecessary.

Executive sessions are an exception to the general rule that all meetings are open to the public. Executive sessions shall be held on the 2nd and 4th

Thursday of each month. Special executive sessions may also be called by the Mayor and the City Manager. The Open Meetings Act allows closed meetings in a few specific instances where privacy serves the public interest - i.e. to discuss real estate, economic development, competitive, and personnel matters. The council must keep a record of the meeting and it shall be certified by the Mayor to assure that all matters discussed in executive session were properly recorded under certified agendas. The executive session should recess or conclude at a time convenient for the council to prepare for regular meeting.

These procedures shall apply to all meetings of the City Council. The Mayor shall be the presiding officer at all meetings of the City Council and have a voice in all of its proceedings. Council members shall speak only upon being recognized by the presiding officer whose recognition shall not be unreasonably withheld. In the event of the absence of the Mayor and Mayor Pro Tem, the Mayor shall designate the presiding officer. In the event the Mayor has failed to designate the presiding officer, the council member with the most seniority shall serve as presiding officer. In the event of equal seniority, the council member with the lowest numbered place shall preside.

Councilmembers may videoconference into a meeting but there is a policy that "no more than three members of the City Council may participate in this meeting from a remote location via videoconference call as allowed by Section 551.127, Texas Government Code. A quorum of the City Council will be present during this meeting in the Council Chambers of the City of College Station, 1101 Texas Avenue, College Station, where citizens may attend the open session of this meeting as outlined in order to view the member(s) participating by videoconference call, as well as on the city's video stream (www.cstx.gov) and/or broadcast over Channel 19.

AGENDA

Agendas are prepared and posted for every meeting of the governmental body. The agenda provides for Council members to submit future agenda items. Notice on the agenda shall read as follows: A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Any council member may request the presiding official to place an item on a future agenda for discussion, with the consensus of the council. The City Manager will assign the item to a future agenda.

An agenda planning calendar with all requested items shall be provided to the Council by the City Manager's office.

The Mayor, working in conjunction with the City Manager, will exercise the best judgment in determining what other items of business should come before the Council. Any member of the city staff wishing to have an item placed on the agenda shall submit that item to the City Manager's office for approval.

The City Secretary's office will email the agenda packet for all Council Meetings on the Friday preceding the week of regularly scheduled meetings. This should afford time for all Council members to inquire into the nature of each matter to be discussed or to personally investigate the matter to be better informed before a Council meeting. The City Manager's office emails the council the Monday before the meeting requesting Council to send any questions on items from that week's meeting agenda, directly from the email sent with this information or to agendaquestions@cstx.gov by 2 p.m. Tuesday before the meeting. The City Manager's office refers council's questions to the appropriate department and respond with a full Q&A to council on the day before the meeting, as well as making the Q&A available on the city's website.

The Public Communications Department assumes the responsibility for providing access on the city's website of the agendas for the local media.

The City Secretary's office assumes the responsibility for compliance with the Open Meetings Act with regards to the posting and availability of agendas.

These procedures shall apply to all meetings of the City Council.

PARLIAMENTARY PROCEDURE

In all council meetings, Robert's Rules of Order **Newly Revised 12th Edition (2020)** will be followed. The following are commonly used procedures:

1. MAIN MOTION: A formal proposal that certain action be taken.

Step 1. Addressing the Chair. (Begin the discussion by having a member make the motion. Motion should be made and seconded. After this, debate can be conducted. (Ex: "Mayor, I move the following...").

SECOND REQUIRED	Yes
DEBATABLE	Yes
AMENDABLE	Yes
VOTE REQUIRED	Majority

Step 2. Assigning the floor (Mayor recognizes the member)

- Step 3. Making the motion.
- Step 4. Seconding the motion.
- Step 5. Stating the motion. (Mayor states the motion)
- Step 6. Debating the question. (Mayor allows debate, with maker of motion speaking first in debate).
- Step 7. Putting the question. (Mayor takes the vote after debate is complete)
- Step 8. Announcing the result of vote. (Mayor announces the vote, members for and against).

2. TO TAKE FROM THE TABLE. To enable an assembly to take up and consider a motion that was postponed temporarily during the same meeting. Maybe used at a future meeting if the item that was tabled was posted.

SECOND REQUIRED	Yes
DEBATABLE	No
AMENDABLE	No
VOTE REQUIRED	Majority

3. AMENDING A MOTION. Any motion may be amended as follows: "Mayor, I move that we amend the motion by (adding, striking out, etc. the words...)." The amendment must be seconded and then it can be discussed. When discussion ends, the amendment is voted on first. If the amendment passes, the original motion is then put to a vote as amended. If the amendment fails, the original motion is put to a vote.

SECOND REQUIRED	Yes
DEBATABLE	Yes
AMENDABLE	Yes
VOTE REQUIRED	Majority

4. TO OFFER A SUBSTITUTE AMENDMENT. Another way to change an original motion is by use of the Substitute Motion. A substitute motion is just an amendment that changes an entire sentence or paragraph. It must be seconded and then discussed. It may be amended and differs only from an amendment in that if the substitute motion passes it does away with the original motion.

SECOND REQUIRED	Yes
DEBATABLE	Yes
AMENDABLE	Yes
VOTE REQUIRED	Majority

5. LAY A MOTION ON THE TABLE. Sometimes a board or committee may wish to defer action on a motion. One way to accomplish this is to lay a motion on the table. It is in order to move that a main motion be laid on the table when discussion on the main motion has or is about to end. A tabled motion can be brought from the table during the same meeting but is usually done so at a later meeting when unfinished business is being considered.

SECOND REQUIRED	Yes
DEBATABLE	No
AMENDABLE	No

VOTE REQUIRED Majority

6. MOTION TO CLOSE DEBATE (call for question). To prevent or stop discussion on the pending question, and to bring the pending question or questions to an immediate vote.

SECOND REQUIRED Yes
DEBATABLE No
AMENDABLE No
VOTE REQUIRED 2/3 (5 of 7 members present)

7. POINT OF ORDER. Anytime a member feels an incorrect procedure is being used, he can interrupt with a point of order request that requires the mayor to decide what the correct procedure is. Can have no motion applied to it except the motion to withdraw.

SECOND REQUIRED No
DEBATABLE No
AMENDABLE No
VOTE REQUIRED Mayor must concede or deny.

RIGHTS IN DEBATE

Robert's Rules of Order says that debate is the discussion regarding a motion that occurs after the presiding officer has restated the motion and before putting it to a vote.

When a pending question is presented for consideration to the council, the presiding officer shall recognize the member who made the motion to speak first and the member who seconded the motion to speak second. When two or more members wish to speak, the presiding officer shall name the member who is to speak first. No member of the council shall interrupt another while speaking except to make a point of order or to make a point of personal privilege. No member shall speak more than five minutes on any amendment to the question except as further provided in this rule.

No member shall speak more than the time limit provided herein on any subject or amendment, and such member may use his or her time in any combination, in separate speech or comments totaling the number of minutes permitted. The Mayor shall not be obligated to recognize any council member for a second comment on the subject or amendment until every council member wishing to speak has been allowed a first comment.

Council members shall also have the right to yield a portion of time to another member.

Any member deciding to speak more than five minutes on any question or more than five minutes on any amendment to the question shall be accorded the privilege without objection upon motion supported by two-thirds of the council.

No council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use language tending to hold a member of the City Council up to contempt.

If a member is speaking or otherwise transgressing the rules of the council, the presiding officer shall or any council member may call him or her to order in which case he or she shall immediately be quiet unless permitted to explain. The council shall, if appealed to, decide the case without debate. If the decision is in favor of the member call to order, he or she shall be at liberty to proceed, but not otherwise.

CONFLICT OF INTEREST

Each council member should be aware of the conflict-of-interest regulations, including Charter provisions and state statutes.

When a council member has a conflict of interest with an agenda item, he or she should submit the required affidavit prior to the beginning of the meeting at which the agenda item is scheduled. Upon introduction of the agenda item, the council member with the conflict of interest should announce that he or she has a conflict of interest and will not participate in discussion or consideration of the agenda item. It is not necessary that the council member leave the meeting room.

CITIZEN PARTICIPATION

A quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only. Each agenda provides a virtual link for citizens to attend that may not attend in person.

The city council welcomes written and oral comments from the public at city council meetings. If an individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session must register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling the City Secretary's office. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, food, or any other object other than papers or electronic devices to the lectern, nor advance past the lectern unless you are invited to do so. The public attending any called meeting in-person or online that did not sign up to speak by the deadline, may speak at the discretion of the Mayor and will be invited to sign a guest register. The City Secretary as a matter of record will add their names to the minutes of said meeting.

Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council through the use of a translator may speak for six (6)

minutes. At the three (3) minute mark the City Secretary will announce that the speak must conclude their remarks.

An individual may speak for ten (10) minutes on behalf of a group of five (5) or more. The five (5) or more individuals must sign the registration form and must be present when the speaker is introduced. Those signing may not speak individually.

A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon on the day of the Council meeting.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided online at <https://forms.cstx.gov/Forms/CSCouncil>. These comments will be referred to the City Council and City Manager.

When a large number of participants have indicated an interest in addressing the council on a zoning case or another regular agenda item, the Mayor or Mayor Pro Tem may set a maximum time limit for the proponents and opponents and a time limit for rebuttal, if necessary.

The following rules will be enforced by the Mayor during any called meeting of the City Council.

HEAR VISITORS

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

WORKSHOP AGENDA ITEMS

Generally, workshop meetings are held for the Council to discuss strategic policies. Citizens may have public input if a citizens comments form is submitted or at the discretion of the Mayor.

APPROVED BY THE CITY COUNCIL, 7/25/66
REVISED BY THE CITY MANAGER'S OFFICE, 4/3/80
REVISED BY CITY COUNCIL 6/11/81
REVISED BY THE CITY MANAGER'S OFFICE, 2/86
REVISED BY THE CITY COUNCIL, 11/10/88
REVISED BY THE CITY COUNCIL, 2/7/90
REVISED BY THE CITY COUNCIL, 5/23/96
REVISED BY THE CITY COUNCIL, 8/13/98
REVISED BY THE CITY COUNCIL, 6/24/99
REVISED BY THE CITY COUNCIL, 7/12/01
REVISED BY THE CITY COUNCIL, 6/13/02
REVISED BY THE CITY COUNCIL, 4/8/04
REVISED BY THE CITY COUNCIL, 7/28/2005
REVISED BY THE CITY COUNCIL, 12/13/2008
REVISED BY THE CITY SECRETARY AND LEGAL PER CITY COUNCIL, 6/9/2022

June 9, 2022

Item No. 7.8.

City Boards, Commissions and Committees Ordinance

Sponsor: Tanya Smith, City Secretary, Carla Robinson, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 2, "Administration," Article I, "In General," of the Code of Ordinances of The City of College Station, Texas, by adding Sec. 2-3., "City Boards, Commissions and Committees," relating to general rules established for city-council appointed boards, commissions, and committees.

Relationship to Strategic Goals:

- Good Governance

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

Summary: This ordinance will provide consistent rules that apply to all council-appointed boards, committees, and commissions by adding or changing the following: residency requirements, responsibilities that are laid out in the Citizen Boards, Committees, and Commissions Handbook, the Texas Open Meetings Act, attendance requirements, parliamentary procedures, videoconference attendance, bylaws, and the removal of board, commission, or committee members.

Budget & Financial Summary: N/A

Attachments:

1. 060922 Draft Ordinance - City Boards Commissions and Committees v4

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE I, “IN GENERAL,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SEC. 2-3., “CITY BOARDS, COMMISSIONS AND COMMITTEES,” RELATING TO GENERAL RULES ESTABLISHED FOR CITY COUNCIL APPOINTED BOARDS, COMMISSIONS AND COMMITTEES; 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 2, “Administration,” Article I, “In General,” of the Code of Ordinances of the City of College Station, Texas, is amended by adding Sec. 2-3., “City Boards, Commissions, and Committees,” as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** That Ordinance No. 2406 is hereby repealed in its entirety.
- PART 3:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 4:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 5:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 2, “Administration,” Article I, “In General,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Sec. 2-3., “City Boards, Commissions, and Committees,” to read as follows:

Sec. 2-3. – City Boards, Commissions, and Committees.**A. Generally.**

- (1) The terms and provisions of this section shall apply to those boards, commissions, and committees of the City listed herein, and to all other boards, commissions, and committees of the City which shall be hereafter created by ordinance, resolution, or other formal action of the City Council, or unless state law requires otherwise.
- (2) Existing City boards, commissions, and committees governed by this section shall be as follows:
 - (a) Historic Preservation Committee;
 - (b) Parks and Recreation Advisory Board;
 - (c) Construction Board of Adjustments and Appeals/Building and Standards Commission;
 - (d) Architectural Advisory Committee;
 - (e) Bicycle, Pedestrian, and Greenways Advisory Board;
 - (f) Design Review Board;
 - (g) Planning and Zoning Commission;
 - (h) Zoning Board of Adjustment.

B. Residency. All appointees to City boards, commissions, and committees shall be residents of the City and qualified voters of the City of College Station, unless the City Council expressly provides otherwise.

C. Responsibilities. City boards, commissions, and committees shall follow Chapter IV of the Citizen Boards, Commissions, and Committees Handbook, as amended from time to time, regarding responsibilities of members.

D. Texas Open Meetings Act. All official meetings, including all regular and special meetings, of City boards, commissions, and committees shall comply with the requirements of the Texas Open Meetings Act, as amended, or as otherwise specified by state law.

E. Attendance. Members of City boards, commissions, and committees may have no more than three unexcused absences from meetings within a twelve-month period. An absence is excused for purposes such as vacation, illness, family emergency, jury duty, and business out of town. Failure to inform the chair of the reason for the excused absence prior to the scheduled meeting, and any other absence not excused, are considered unexcused. The staff

liaison assigned to each board, commission or committee shall be responsible for maintaining a record of attendance and reporting such information every six months to the City Secretary. If a member has three unexcused absences from three meetings in a twelve-month period, the City Secretary shall notify the member in writing requesting an explanation for the absences. The explanation shall be presented to the City Council for its consideration. The City Council may, after due consideration, take action up to and including removing the member from the City board, commission or committee. The City Council's response should be based on consideration for the member's prior service, reasons for absences, likelihood of future attendance, and the necessity for the City board, commission, or committee to carry out its responsibilities, and other similar criteria.

- F. Parliamentary Procedures.** All meetings of City boards, commissions, and committees shall be conducted under Robert's Rules of Order, as adopted by the City Council.
- G. Videoconference Attendance.** A member of a board, commission, or committee may request to participate in a meeting remotely by videoconference as long as: the meeting is posted for remote attendance following the procedure set out by the City Secretary; the staff ensures the meeting can comply with the requirements for videoconferencing under Texas Government Code, § 551.127; and the member requesting to videoconference receives approval from the chair at least one day prior to the start of the meeting. At the beginning of the meeting the chair shall make a statement accepting the videoconferencing member's attendance. Meeting minutes shall reflect that the member attended remotely.
- H. Bylaws.** No City board, commission, or committee is authorized to adopt its own bylaws without the express written consent of the City Council. Any provisions set out by resolution or in the Code of Ordinances that provide otherwise are hereby superseded by this subsection unless state law requires otherwise.
- I. Removal of Board, Commission, or Committee Members.** Notwithstanding any other provisions in this section or in the Code of Ordinances, with the exception of subsection E. Attendance above, all members of City boards, commissions, or committees may be removed at any time by the City Council with or without cause, unless state law requires otherwise.

June 9, 2022

Item No. 7.9.

Boards, Committees, and Commissions Handbook

Sponsor: Tanya Smith, City Secretary, Carla Robinson, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an updated Boards, Committees, and Commissions Handbook.

Relationship to Strategic Goals:

- Good governance

Recommendation(s): Staff recommends approval of the updated Boards, Committees, and Commissions Handbook.

Summary: The current handbook was revised in 2010 by City Council. With the changes over the years and since the pandemic, staff updated the information related to each board, commission or committee, including applying for appointment to a board, commission, or committee, and the requirements that apply to each board, committee, and commission.

Budget & Financial Summary: N/A

Attachments:

1. 060922 - Citizen Boards Committees and Commission Handbook final draft

College Station, Texas

Boards, Committees, and Commissions Handbook



Citizen Boards, Committees and Commissions make a difference.



Dear Citizen:

I would like to thank you on behalf of the Citizens of College Station for your willingness to serve the city as an appointed member of a Board, Committee, or Commission. Your commitment of time and talent is a very important contribution to our community.

The work done by citizens who serve on Boards, Committees, or Commissions is a vital part of our city government. Board, Committee, or Commission members assist the City Council in setting public policy, implementing public policy, and in communicating that policy to the community as a whole.

In recognition of the important civic commitment members of Boards, Committees, or Commissions make, we have prepared this orientation handbook for those who are interested in possible service and to assist appointed members in performing their duties.

It is our hope that your service to the City of College Station will be both rewarding and fulfilling. Again, thank you for your willingness to serve.

Karl Mooney
Mayor

Board Member Election on Disclosure

An appointed Board, Commission, or Committee Member ("Board Member") may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular numbers, emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term, a Board Member wishes to close or open public access to the information, the individual must submit a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☐

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell numbers

___ emergency contact information

___ information that reveals whether I have family members.

☐

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Date

Board Member's Printed Name

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CHAPTER I

DEFINITIONS

A. Boards, Commissions, and Committees Defined. The City of College Station City Council depends on the input from residents and others serving on Boards, Commissions, and Committees. College Station may have several kinds of Boards, Commissions, and Committees, including:

Advisory Boards, Commissions, and Committees
Decision-Making Boards and Commissions
External Boards

B. Advisory Boards, Commissions and Committees Defined. These Boards, Commissions, and Committees advise the City Council, City Manager, and City staff. They play a key role in keeping the City government close to the people it serves by providing ideas, feedback, and suggestions and may serve as a sounding board for proposed policy. These Boards, Commissions, and Committees are advisory bodies under the Texas Open Meetings Act, and it is the City's policy to require these advisory bodies to comply in all respects with the Act. These Boards, Commissions and Committees currently (or may) include:

Architectural Advisory Committee
Audit Committee
B/CS Library System Advisory Board
Bicycle, Pedestrian, and Greenways Advisory Board
Historic Preservation Committee
Impact Fee Advisory Committee
Joint Relief Funding Review Committee
Parks and Recreation Advisory Board



B-1. Architectural Advisory Committee (2-year terms)

Authority

- Per Resolution No. 11-09-17-2b.

Summary

- The Architectural Advisory Committee provides review and recommendations to the Council on architectural projects' scope and schematic design. The committee makes project recommendations based on architectural theme, community compatibility, aesthetics, and exterior materials, as well as site utilization.

Membership & Terms

- The Architectural Advisory Committee consists of five members including no more than three council members and two citizens who preferably have one or more of the following qualifications:
 - a) Licensed Architect
 - b) Licensed Landscape Architect
 - c) Professional Engineer
 - d) Urban Planner
 - e) Commercial contractor / Construction Project Manager
 - f) Commercial interior design professional
 - g) Commercial real estate developer
- The members of the committee are appointed for one or two-year terms. (Referenced in 11/07/2017 Minutes) Members must be residents and qualified voters of the city.

B-2. Audit Committee (Citizen Members 2-year terms)

Authority

- Per City Ordinance 2019-4083, adopted March 28, 2019, as amended.

Summary

- To ensure independence of the audit function, the Audit Committee assists the Council in fulfilling its governance and oversight responsibility. Its duties include: reviewing the City Internal Auditor's audit plan annually; performing regular evaluations of the City audit function and making recommendations to the Council; providing suggestions and comments for the annual audit plan; monitoring follow-up reported findings to ensure corrective action is taken by management; making recommendations to the Council for the selection of the firm conducting the annual financial statement audits; and other duties and responsibilities as may be assigned by the Council.

Membership & Terms

- The Audit Committee consists of the Mayor who serves as chair, two city council members appointed to serve until the expiration of their term, and two citizens each with a background in accounting, finance or auditing, who are appointed to serve two years. Members must be residents and qualified voters of the city.

B-3. B/CS Library System Advisory Board (2-year terms)

Authority

- Per Minutes: 19971023, October 23, 1997; and an ILA with the City of Bryan, currently Contract No. 20300641, executed 07/23/20.

Summary

- The B/CS Library System Advisory Board encourages the development of the Bryan/College Station Library System. The board recommends to the city councils' policies and programs for the advancement of the Bryan/College Station Library System, cooperating with all other public and private groups in advancing the best interest of the Bryan/College Station Library System. The board renders to councils all its recommendations under consideration regarding the Bryan/College Station Library System.

Membership & Terms

- The B/CS Library System Advisory Board consists of eight members, four who are appointed by the College Station City Council and who must be residents of the city and qualified voters. Each member is appointed for a term of two years.

B-4. Bicycle, Pedestrian, and Greenways Advisory Board (3-year terms)

Authority

- Per City Ordinance No. 2010-3265, adopted August 12, 2010, as amended.

Summary

- The Bicycle, Pedestrian, and Greenways Advisory Board advises the Council, the Planning and Zoning Commission, and other appointed boards and commissions on all matters concerning bicycling, walking, and greenways within the City of College Station. The board provides recommendations on adopted plans, policies, and standards as and has a role in setting priorities, programs, and advocacy.

Membership & Terms

- The Bicycle, Pedestrian, and Greenways Advisory Board consists of seven members comprised as follows:
 - (a) One member who represents one of the following fields or professions:
 - Real Estate
 - Banking, finance, or economics
 - Law
 - (b) One member who represents one of the following fields or professions:
 - Recreation
 - Health
 - Kinesiology
 - (c) One member who has specialized knowledge and experience regarding one of the following:
 - Running
 - Walking
 - (d) One member who has specialized knowledge and experience regarding:
 - Bicycling

(e) One member shall represent one of the following fields or professions:

- Transportation Planning
- Engineering
- Architecture
- Landscape architecture
- Urban planning

(f) One member who represents one of the following fields or professions:

- Environmental / Ecological Sciences
- Stormwater / Floodplain Management
- Natural Resources

(g) The Chairman of the Council Transportation Commission or his designee.

- In the event any of the memberships assigned to a particular field of expertise or specialized knowledge identified in the above cannot be timely filled (in the judgment of the Council) with a qualified candidate, the Council can appoint citizens-at-large who have demonstrated interest in bicycling, walking and greenways.
- Each member is appointed for a three-year term. A chair is appointed by the Council annually. Members must be residents and qualified voters of the city.

B-5. Historic Preservation Committee (3-year terms)

Authority

- Per City Ordinance No. 1646, adopted August 12, 1993, as amended.

Summary

The Historic Preservation Committee aids in the collection and preservation of the history of the City of College Station and its environs and provides for education of citizens on the history of this City. The committee also carries out other duties and responsibilities as may be assigned by the Council.

Membership & Terms

- The Historic Preservation Committee consists of nine members, and where practical may include representation from the Brazos County Historical Society, Texas A&M University and the College Station City Council. The term of office is three years. The City Council appoints a chairperson during the annual appointment process.

B-6. Impact Fee Advisory Committee (3-year terms)

Authority

- Per City Ordinances No. 2016-3840, adopted November 10, 2016, and No. 2016-3814, adopted September 22, 2016, as amended; Texas Local Government Code, Ch. 395.

Summary

- The Impact Fee Advisory Committee's purpose is to advise and assist City Council with the implementation and maintenance of the impact fees for the water system, the wastewater system, and roadways. The Impact Fee Advisory Committee is established to:
 - ✓ Assist the City in adopting land use assumptions.
 - ✓ Review the Capital Improvements Plan and any proposed amendments, and file written comments.
 - ✓ Monitor and evaluate implementation of the Capital Improvements Plan.

- ✓ Review semi-annual reports, with respect to the Capital Improvements Plan and report to the Mayor and Council any perceived inequities in implementing the plan or imposing the impact fees; and
- ✓ Advise the Mayor and Council of the need to update or revise land use assumptions, Capital Improvements Plan and impact fees.

Membership & Terms

- The Impact Fee Advisory Committee is comprised of the Planning and Zoning Commission members if the commission includes at least one representative of the real estate, development, or building industry. If no such representative is a member of the commission, one such representative must be appointed as an ad hoc voting member of the commission when acting as an advisory committee. If the impact fee is applied to the ETJ, the membership must include a representative from that area. One (1) or more ad hoc members may be appointed as needed or desired to review impact fee land use assumptions and capital improvements plans and to perform such other duties in accordance with Chapter 395 of the Texas Local Government Code. Members serve a 3-year term as stated in the UDO.

B-7. Joint Relief Funding Review Committee (3-year terms – term limited)

Authority

- Per City Council Resolution No. 5-26-88-12.

Summary

- The City of College Station and the City of Bryan annually receive Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development. The two cities established the Joint Relief Funding Review Committee to review all funding requests from charitable or any other assistance type agencies, public or private, to the two cities. The committee makes recommendations to the city councils of the two cities.

Membership & Terms

- The JRFRC is made up of three Council-appointed volunteers from each city. Each member serves for a three-year term with a two-term maximum.

B-8. Parks and Recreation Advisory Board (3-year terms)

Authority

- Per City Ordinance No. 1137, adopted Nov. 9, 1978, as amended.

Summary

- The Parks and Recreation Board exists to advise the Council on all matters concerning the establishment, maintenance, and operations of all parks within the City of College Station. This board also gives advice regarding the establishment and operation of recreation programs conducted by the city for its citizens. The board carries out all other duties and responsibilities as may be assigned by the Council.

Membership & Terms

- The Parks and Recreation Board is composed of nine members. The term of office for the board is three years.

C. Decision-Making Boards and Commissions Defined. These Boards and Commissions are legislative and/or ‘quasi-judicial’ bodies that are empowered by State law to make decisions affecting City policy relating to the public health, safety, or welfare. These Boards and Commissions are “governing bodies” under the Texas Open Meetings Act and are thus required to comply in all respects with the Act. These Boards and Commissions include:

Construction Board of Adjustments and Appeals
Design Review Board
Planning and Zoning Commission
Zoning Board of Adjustments

C-1. Construction Board of Adjustments and Appeals (3-year terms)

Authority

- The Construction Board of Adjustments and Appeals was established by City Ordinance No. 1919, adopted October 10, 1991, as amended.
- Authority for the Building and Standards Commission is set out in Texas Local Government Code 54.033, and established by City Ordinance No. 3220, adopted December 10, 2009, as amended.

Summary

- The Construction Board of Adjustments and Appeals also sits as the Building and Standards Commission. The duties and responsibilities of the Construction Board are to hear appeals of decisions and interpretations of the Building Official, and to consider variances to the terms of the technical codes. The Building and Standards Commission hears and determines cases concerning violations of the building codes.

Membership & Terms

- The Construction Board of Adjustments and Appeals/Building and Standards Commission consists of five regular members and up to four alternate members, each serving two-year terms. The members must have knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. Members must be residents and qualified voters of the city.

C-2. Design Review Board (3-year terms)

Authority

- Per City Ordinance No. 2016-3835, adopted November 10, 2016, as amended.

Summary

- The Design Review Board hears and takes action on design district site plans and concept plans for Planned Development Districts (PDD) and Planned Mix-Use Districts (P-MUD), as well as other duties as outlined in the ordinance.

Membership & Terms

- The Design Review Board consists of seven regular members and two alternate members. Six of the regular members and the two alternates are appointed by the Council. The seventh regular member is the Planning and Zoning Commission chair or his or her designee.
- The Council must appoint a representative with expertise from each of the following:
 - (a) Architecture

- (b) Landscape Architecture
- (c) Business
- (d) Design district connection (e.g., developer, landowner, business owner, resident, or employee within a design district).
- (e) 2 citizens-at-large
- Members serve three-year terms. Members must be residents and qualified voters of the city.

C-3. Planning and Zoning Commission (3-year terms – term limited)

Authority

- Per Texas Local Government Code 211.007, and City Ordinance No. 682, adopted March 23, 1989, as amended.

Summary

- The Planning and Zoning Commission serves as a review body to recommend changes in development codes and the zoning ordinance to the Council. The commission prepares, adopts, and modifies a comprehensive plan for the City for subsequent approval and adoption by the Council.
- The commission prepares subdivision regulations and zoning ordinances, and amendments thereto for recommendation to the Council. The commission also makes studies and recommendations with regard to proposed annexations. The commission has final authority over all plats submitted to the City. In addition, the commission performs other duties as assigned by statute and the Council.

Membership & Terms

- The Planning and Zoning Commission consists of seven members appointed by the Council. Members must be residents and qualified voters of the City. Terms of office are limited to two consecutive three-year terms or six consecutive years.

C-4. Zoning Board of Adjustments (2-year terms)

Authority

- Per Texas Local Government Code 211.008 and City Ordinance No. 850, adopted March 13, 1972, as amended.

Summary

- The Zoning Board of Adjustment hears and decides appeals for interpretations, special exceptions, and variances to the terms of the zoning ordinance as well as use permits, and other duties as outlined in the ordinances and statutes from which it is created.

Membership & Terms

- The Zoning Board of Adjustments consists of five members who must be residents and qualified voters of the city. The Council may appoint up to four alternate members. Members and alternates serve two-year terms.

D. External Boards with Council-Appointed Representatives. (Citizen Members)

These Boards are external to the City but require the College Station City Council to appoint some or all of the members. The Council may be allowed or required to appoint College Station council members, city staff, and/or citizens to serve. Positions to which citizens are appointed are advertisable. External boards include:

Aggieland Humane Society Board of Directors
Arts Council of the Brazos Valley Board of Directors
Brazos Central Appraisal District
Brazos Valley Economic Development Corporation Board of Directors
Brazos Valley Groundwater Conservation District
Brazos Valley Solid Waste Management Agency Board of Directors
Regional Mobility Authority Board of Directors
Spring Creek Local Government Corporation

D-1. Aggieland Humane Society Board of Directors (2-year terms)

The Board of Directors consists of fifteen (15) voting members, two of whom are appointed by the College Station City Council and who may be a citizen, employee, officer, or elected official of the City of College Station. These appointments are automatically removed from the board with the position suspended and left vacant if the City does not contract with the Aggieland Humane Society, Inc. for animal housing services. Members may serve no more than three consecutive two-year terms. *Traditionally, the Council has appointed one PD Officer who supervises the City's animal control function and is in close communication with shelter operations on a regular basis.*

D-2. Arts Council of the Brazos Valley Board of Directors (3-year terms)

The Board of Directors consists of no less than twelve, nor more than seventeen, members three of whom are appointed by the College Station City Council. Member may serve no more than two consecutive three-year terms. *Traditionally, Council has appointed one council member, and the Arts Council recommends two citizens for the Council to consider.*

D-3. Brazos Central Appraisal District Board of Directors (BCAD) (2-year terms)

The BCAD Board of Directors consists of seven members with one member appointed by Brazos County, two members by BISD, two members by CSISD, one member by the City of Bryan, and one member by the City of College Station. Members serve two-year terms beginning on January 1st of even-numbered years. *Traditionally, the Council has appointed the same individual, who has been brought forward by the Mayor since 2017.*

D-4. Brazos Valley Economic Development Corporation Board of Directors (3-year terms)

The number of board members is amended periodically depending on the bylaws and membership changes; however, College Station appoints three members of the board to represent the city. No more than two of the three can be an elected member of City Council. Those appointed can serve no more than one unexpired term plus two consecutive three-year terms, except that elected members may be appointed for additional and partial terms until the expiration of their term of

office. *Traditionally, the Council has selected a local business leader to represent the City of College Station on this regional board, along with one council member and the Mayor (who serves on both the Board and the Executive Committee.)*

D-5. Brazos Valley Groundwater Conservation District (BVGCD) (4-year terms)

The BVGCD board of directors consists of eight directors with four directors appointed by Robertson County, two directors appointed by Brazos County, one director appointed by the City of Bryan, and one director appointed by the City of College Station. The directors serve staggered 4-year terms

D-6. Brazos Valley Solid Waste Management Agency Board of Directors (3-year terms)

The Board of Directors consists of seven members, three of whom are appointed by the College Station City Council. At least one of three members must be a council member. *Traditionally, the Mayor serves on the board with one council member. The two then recommend a citizen to the Council for appointment to the third position.*

D-7. Regional Mobility Authority Board of Directors (4-year terms)

The Board of the Authority is composed of five directors. The Brazos County Commissioners Court appoints four directors with Texas A&M University, the City of Bryan and the City of College Station each recommending one director to the Commissioners Court. Representatives may not be elected officials, non-residents, TxDOT employees, government employees (city, county, TAMU), or a property owner whose land may be acquired. The directors serve four-year terms.

D-8. Spring Creek Local Government Corporation (2-year terms)

The Board of Directors consists of five persons appointed by the Council. Each director must be a resident and qualified voter of the city. The Mayor serves as a director and as president of the board. The remaining directors may be members of the Council, City officers or employees, or residents of the city whom the Council determines have a special knowledge or expertise that would be beneficial to the corporation, such as a banker or realtor. If a director ceases to be an elected official, officer or employee of the City, or a resident of the City, he or she shall be disqualified from serving as a director. Otherwise, each director serves a two-year term of office. No director may serve longer than six years consecutively.

CHAPTER II

BOARD, COMMISSION, AND COMMITTEE APPOINTMENT PROCESS

Application Process. Citizens interested in serving on a Board, Commission, or Committee can obtain an application through a link from the City of College Station's website, https://cstx.gov/departments_city_hall/committees. You will submit the completed application through the website. Applications are valid for one (1) year, after which a new application must be submitted.

Appointment Process. The City of College Station City Council makes appointments to the City of College Station Boards, Commissions, or Committees, as well as certain external boards. The City Council considers applications to these boards during the regular City Council meetings at the beginning of each calendar year, unless there are vacancies that arise.

Notice of Appointment. After the City Council appoints a person to serve as a member of a Board, Commission, and Committee, the City Secretary will notify the appointee by email or other formal correspondence of the appointment. Generally, the City Council will appoint members to no more than two (2) or three (3) consecutive terms of service on a single board. Some exceptions may occur if the board has a longer term limit.

Eligibility and Qualifications. The College Station City Council seeks qualified persons to serve on Boards, Commissions, and Committees. Qualified applicants must be residents of College Station for one (1) year and must be registered voters of the City, unless otherwise provided by ordinance, state law, or external board requirements.

Certain Boards, Commissions, and Committees have additional eligibility requirements.

Nepotism. Article XII General Provisions, Section 118, of the City of College Station Charter provides that no person related within the second degree of affinity, or within the third degree of consanguinity, to members of the City Council or the City Manager shall be appointed or employed to any office, position, or service in the City.

Oath of Office. Upon appointment, an oath of office is administered to all newly and/or reappointed members of Boards, Commissions, and Committees. The oath of office can be administered by the City Secretary or designee.

Open Meetings Act Training. Upon appointment, each new board member is required to complete the Open Meetings Act Training as required by the State of Texas Attorney General within ninety (90) days of their appointment and to provide a certificate of completion to the City Secretary or liaison for the City's records.

CHAPTER III

MEETINGS

Role of the Chair. The function of the Chair is to provide leadership for the Board, Commission, or Committee. The Chair is selected by the City Council. There are certain duties and responsibilities that must be performed.

The Chair can ensure the smooth operation of the Board, Commission, or Committee. The Chair must be strong enough to make certain that the meeting is run by the rules, but democratic enough to use the power and authority of the position wisely. The Chair's ability to handle meetings will have a significant impact on operation and effectiveness.

The Chair must make certain that discussions do not get sidetracked on minor issues and must have the ability to remain focused on the agenda.

Role of the Vice-Chair. *(if required)* The Vice-Chair is selected by other board members in a method agreeable to all board members. There are certain duties and responsibilities that must be performed in the absence of the Chair.

The Agenda. The agenda is prepared by the department head or staff person assigned to the Board, Commission, or Committee. Boards, Commissions, and Committees subject to the Texas Open Meetings Act are required by state law to post the agenda publicly, at least 72 hours prior to the meeting. It is a City of College Station practice that all Boards, Commissions, and Committees follow these procedures.

Parliamentary Procedures. All meetings of City Boards, Commissions, and Committees shall be conducted under Robert's Rules of Order, as adopted by the City Council.

Public Hearings. These hearings are open forums that allow the public an opportunity to express their opinions on a specific issue.

Members of the Board, Commission, or Committee may ask questions at any time of the witness, if recognized by the Chair.

A time limit for individual speakers may be set by the Board, Commission, or Committee for purposes of order and equity before the Public Hearing begins.

Signing the Minutes for the Meeting. The minutes of Boards, Commissions, and Committees MUST be signed by the Chair and the Secretary once the minutes are approved by a majority vote of the members of the Board, Commission, or Committee. These minutes are a permanent record.

Meeting Attendance. Members of City Boards, Commissions, and Committees may have no more than three unexcused absences from meetings within a twelve-month period. An absence is excused for purposes such as vacation, illness, family emergency, jury duty, and business out of town. Failure to inform the chair of the reason for the excused absence prior to the scheduled meeting, and any other absence not excused, are considered unexcused. The staff liaison assigned to each Board, Commission or Committee shall be responsible for maintaining a record of attendance and reporting such information every six months to the City Secretary. If a member has three unexcused absences from three meetings in a twelve-month period, the City Secretary shall notify the member in writing requesting an explanation for the absences. The explanation shall be presented to the City Council for its consideration. The City Council may, after due consideration, take action up to and including removing the member from the City Board, Commission or

Committee. The City Council's response should be based on consideration for the member's prior service, reasons for absences, likelihood of future attendance, and the necessity for the City Board, Commission, or Committee to carry out its responsibilities, and other similar criteria.

Working with City Staff. Each Board, Commission, or Committee member is encouraged to work closely with city staff and with the appropriate department liaison assigned to that Board, Commission, or Committee. City staff is assigned to provide general assistance, such as preparation of agenda materials and general review of department programs and activities, and to perform limited studies and other services.

Reporting to the City Council. The Council is dependent on each Board, Commission, or Committee to make recommendations concerning City projects. It is through the Boards, Commissions, and Committees that the City Council can receive community input. All Boards, Commissions, and Committees are encouraged to communicate the position of the body to the City Council.

There will be occasions when city staff will be required to prepare an agenda item for City Council review. In preparation of such a report, the staff member should present both the staff position and the Board, Commission, or Committee's position.

It is the desire of the City Council to have an opportunity to hear and consider all sides of an issue and alternative recommendations to assist in their decision-making process.

CHAPTER IV

RESPONSIBILITIES OF THE MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES

General. It is an honor to be selected as a City Board, Committee, or Commission member, and it provides an unusual opportunity for genuine public service. Although specific duties of each body vary widely, there are certain responsibilities that are common to all members. The following is a summary of those responsibilities:

1. Members should understand the role and scope of their responsibilities and should be informed of the individual Board, Committee, or Commission's purpose and of its operating procedures.
2. Members should be careful to represent the majority views of their individual Board, Commission, or Committee, or Commission. Individual "opinions" to the public and press should be identified as such.
3. Members should represent the public interest and not special interest groups.
4. Good communication is essential. Members are in a position to serve as liaison between the city and its citizens and can help to reconcile opposing viewpoints and to build a consensus around common goals and objectives. Members serve as a communication link between the community, staff, and city, presenting recommendations and providing a channel for citizen expression.
5. Members are encouraged to review their agenda packets, contact city staff with questions, and be thorough in their recommendations; if possible, members may, unless otherwise prohibited, personally view situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on preparedness will strengthen the value of the group's recommendations.
6. Members are encouraged to establish a good working relationship within the group; respect individual viewpoints; allow other members time to present their views fully before making comments; be open and honest; welcome new members.
7. Council appointments to Boards, Committees, or Commissions are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

Open Meetings Act. Texas law requires that every meeting of the City Council be open to the public. In College Station, all Boards, Committees, or Commissions follow the procedures for open meetings as well.

- a. A Posted Notice is required of a meeting. Written notice of the date, hour, place, subject, and online meeting information, if needed, of each meeting must be posted on the city website and a public bulletin board, located at a place convenient to the public for at least 72 hours preceding the scheduled time of the meeting. Only those matters posted can be discussed and acted on by the Board, Committee, or Commission.

- b. The City Council encourages the Boards, Committees, or Commissions meetings to be online for viewing via the internet (streaming), to provide citizens with access to discussions and actions, although online access is not mandatory. If a member of a Committee, Board, or Commission requests to participate remotely:
 - The meeting must be posted for online attendance (see the City Secretary's Office)
 - Staff must ensure they can comply with Texas Government Code Sec. 551.127 (guidelines provided)
 - The remote member must receive approval from the Chairperson one day prior to the start of the meeting.
 - At the beginning of the meeting the Chairperson must make a statement accepting the remote members attendance.
 - Meeting minutes should reflect that the member is attending remotely.
- c. Minutes are required to be prepared of each open meeting. Minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.
- d. Closed Meetings. The Texas Open Meetings Act does allow for closed or executive meetings on a few limited subjects. Generally, Boards, Commissions, or Committees will not have occasion or legal basis to meet in closed or executive session. Closed meetings are allowed to discuss certain matters, including pending litigation, certain personnel matters, and the lease or acquisition of land. However, before a closed meeting can be held, a quorum of the governmental body must convene in an open meeting, and the presiding officer must publicly announce that a closed meeting will be held and identify the sections of the Open Meeting Act authorizing the closed meeting. No final action, decision, or vote can be made in a closed meeting. All final actions, decisions, and votes must be made in open meetings. Further, the Board, Commission, or Committee is required to keep a certified agenda of the matters discussed in the closed meeting and a record of any further action taken. The presiding officer must include an announcement at the beginning and end of the closed meeting indicating the time and place and must certify that the agenda is a true and correct record of the proceedings. Blank certified agenda forms for use by presiding officers are available in the City Secretary's office. In lieu of maintaining a certified agenda, a tape recording of the closed meeting may be made.

Texas Public Information Act. Texas law also requires that virtually all information held by a governmental body must fall under the rules of the Texas Public Information Act. If a request for information is received by a Board, Commission or Committee, the City Secretary should be notified for the proper procedure.

Conflict of Interest. Some Board, Commission or Committee members may be subject to Chapter 171 of the Texas Local Government Code which prohibits a local public official with a substantial interest in a business entity or in real property from participating in a matter before the City involving the business entity or real property if it is reasonably foreseeable that an action on the matter before the City will have a special economic effect on the business entity or on the value of the real property that is distinguishable from its effect on the public. Board, Commission and Committee members are encouraged to consult with the City Attorney concerning any potential conflicts.

CHAPTER V

LEGAL LIABILITY

Personal Liability. Board, Commission or Committee members cannot be held personally liable for erroneous acts while honestly exercising the functions of their offices in good faith. The only time a member can be held personally liable is when they act outside the scope of their office and in bad faith. When members of City Boards, Commissions or Committees are acting in good faith and within the bounds allowed by the City, state and federal law, the City will provide a defense for such members to the greatest extent permissible. However, if a Board, Commission or Committee member acts illegally, unlawfully, or willfully, or acts intentionally malicious, negligent or in violation of the policies of the City Council while serving in his/her official capacity, the City may decide not to provide that member a defense.

Board Liability. A City, its officers, and members of Boards, Commissions, or Committees as a governmental entity, must treat all individuals or groups in the same manner unless there is a compelling governmental interest to treat someone or some group differently. Therefore, the City Attorney should be consulted concerning whether or not an individual or group can be treated differently. If an officer or Board, Commission, or Committee member illegally discriminates against an individual or group, that individual or group can seek damages from the City and from the individual officer for a violation of rights under the state and federal civil rights statutes.

The above discussion is by no means intended to be a comprehensive and complete discussion of legal liabilities to which the City or Board, Commission, or Committee member may be subjected.

Board, Commission, or Committee members are strongly encouraged to consult with the City Attorney anytime they feel their actions while serving on such Board, Commission, or Committee may have some legal consequences. The law in this area is quite complex and requires a thorough analysis of the law and facts pertaining to each particular situation.



APPENDIX A

CITY OF COLLEGE STATION COUNCIL RELATIONS POLICY AND CODE OF ETHICS

Council Relations Policy and Code of Ethics

The College Station City Council is the governing body for the City of College Station; therefore, it must bear the initial responsibility for the integrity of governance. The council is responsible for its own development (both as a body and as individuals), its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy will address mayor and council relations, council and staff relations, council and media relations, social media relations, and videoconferencing. By adopting these guidelines for elected officials, we acknowledge our responsibility to each other, to our professional staff, and to the public. The city council will govern the city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community:

1. The council recognizes as high priorities the continual improvement of the member's professional ability and the promotion of an atmosphere conducive to the fair exchange of ideas and policies among members.
2. The council will endeavor to keep the community informed on municipal affairs; encourage communication between the citizens and the city council; and strive for strong, working relationships between College Station and Brazos County, Bryan, and College Station Independent School District elected officials, as well as TAMU officials, and Blinn College students, faculty staff and administrators.
3. In its governance role, the council will continue to be dedicated to friendly and courteous relationships with staff, other council members, and the public, and will seek to improve the quality and image of public service.
4. The council will also strive to recognize its responsibility to future generations by addressing the interrelatedness of the social, cultural, and physical characteristics of the community when making policies.
5. And finally, each council member will make a commitment to improve the quality of life for the individual and the community, and to be dedicated to the faithful stewardship of the public trust.

Statement of Mission

In order to ensure proper discharge of duties for the improvement of democratic local government, College Station City Council members should display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of College Station and to each other in their relationships.

CORE VALUES

- The health, safety, and general well-being of the community.
- Excellence in customer service.
- Fiscal responsibility.
- Citizen involvement and participation.
- Collaboration and cooperation.
- Regionalism as an active member of the Brazos Valley community and beyond.
- Activities that promote local autonomy.
- Plan and collaborate with Texas A&M University.

Section I: Mayor-City Council Relations

A. Mayor's Responsibilities

1. The mayor shall be the presiding officer at all meetings. The mayor pro-tem shall preside in the absence of the mayor.
2. The mayor shall have a voice in all matters before the council and may vote on all agenda items requiring council action.
3. The mayor is responsible for keeping the meetings orderly by recognizing each council member for discussion, encouraging debate among members, and limiting discussion to the agenda item under consideration.
4. The mayor is the spokesperson for the council on all matters unless absent, at which time the mayor pro tempore or the appropriate designee will assume the role.
5. The mayor will encourage all council members to participate in council discussion and give each member an opportunity to speak before any member can speak again on the same subject. The mayor may limit each council member to a reasonable time limit to speak to ensure efficient use of time.
6. Should a conflict arise among council members, the mayor will serve as a mediator.
7. The mayor or appropriate designee is responsible for ensuring an orientation of all new council members is conducted after an election. The orientation should include council procedures, staff and media relations, current agenda items municipal leadership training programs, and legal issues governing the behavior of local officials including the Texas Open Meetings Act, Public Information Act, and conflicts of interest.

B. Council Responsibilities

1. Any council member may request the presiding official to place an item on a future agenda for discussion, with a majority of the council. Should staff time be required to address this item, the mayor will canvass all council members to determine the support for commitment of staff time and resources. The same action should be taken by the mayor when council concerns require staff time and budget.

2. Each new council member is required to attend the new council orientation after an election. Each council member is encouraged to attend at least one Texas Municipal League sponsored conference each year in order to stay informed on issues facing municipalities.
3. It is the responsibility of council members to be informed about previous action taken by the council in their absence by speaking with the city secretary, the city manager or watching the meeting video. In the case of absence from a workshop session where information is given, the individual council member is responsible for obtaining this information prior to the council meeting when said item is to be voted upon.
4. When addressing an agenda item, the council member shall first be recognized by the mayor, confine himself/herself to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other council member or staff member in his/her argument or vote.
5. In the absence of a ruling by the mayor on any procedural matter, a council member may move to change the order of business or make any other procedural decision deemed appropriate. The affirmative vote of a majority of the council members present and voting shall be necessary to approve the motion.
6. Any council member may appeal to the council as a whole from a ruling by the mayor. If the appeal is seconded, the person making the appeal may make a brief statement and the mayor may explain his/her position, but no other member may speak on the motion. The mayor will then put the ruling to a vote of the council.
7. Any council member may ask the mayor to enforce the rules established by the council. Should the mayor fail to do so, a majority vote of the council members present shall require him/her to do so.
8. When a council member is appointed to serve as liaison to a Board, Commission or Committee, the council member is responsible for keeping all council members informed of significant activities of that Board, Commission or Committee.
9. In the event members of City Boards, Commissions, and Committees may have no more than three unexcused absences from meetings within a twelve-month period. An absence is excused for purposes such as vacation, illness, family emergency, jury duty, and business out of town. Failure to inform the chair of the reason for the excused absence prior to the scheduled meeting, and any other absence not excused, are considered unexcused. The staff liaison assigned to each Board, Commission or Committee shall be responsible for maintaining a record of attendance and reporting such information every six months to the City Secretary. If a member has three unexcused absences from three meetings in a twelve-month period, the City Secretary shall notify the member in writing requesting an explanation for the absences. The explanation shall be presented to the City Council for its consideration. The City Council may, after due consideration, take action up to and including removing the member from the City Board, Commission or Committee. The City Council's response should be based on consideration for the member's prior service, reasons for absences, likelihood of future attendance, and the necessity for the City Board, Commission, or Committee to carry out its responsibilities, and other similar criteria.

10. Removal of Board, Commission, or Committee Members. Notwithstanding any other provisions in this section or in the Code of Ordinances, with the exception of subsection E. Attendance above, all members of City Boards, Commissions, or Committees may be removed at any time by the City Council with or without cause, unless state law requires otherwise.

C. Council Personal Interest

1. No city council member should have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the city, or be financially interested, directly or indirectly, in the sale to, or purchase from, the city of any land, materials, supplies or services except on behalf of the city; provided, however, the provisions in the City Charter shall only be applicable when the stock owned by the council member exceeds one percent (1%) of the total capital stock of the corporation. Any violation with the knowledge expresses or implied of the person or corporation contracting with the city must render the contract voidable by the council or city manager.

D. Code of Conduct for Mayor and Council Members

1. During the council meetings, council members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the mayor or the rules of the council. Council members shall demonstrate respect and courtesy to each other, to city staff members, and to members of the public appearing before the council. Council members shall refrain from rude and derogatory remarks and shall not belittle staff members, other council members, or members of the public.
2. Council members should not use their position to secure special privileges and should avoid situations that could cause any person to believe that they may have brought bias or partiality to a question before the council.
3. Members of the council will not condone any unethical or illegal activity. All members of the council agree to uphold the intent of this policy and to govern their actions accordingly.

E. Council Campaign Contribution

1. In compliance with the City Charter, council members are required to both disclose any campaign contribution in excess of \$500.00 by filing an affidavit with the city secretary and abstaining from participating in and voting on any matter before the city council if the matter before the council would materially benefit the campaign contributor or any business entity in which the campaign contributor has a substantial interest.

Section II: Council and Staff Relations

No single relationship is as important as that of the council and their city manager in effectively governing the City of College Station. It is for this reason that the council and the city manager must understand their respective roles in that process. The city manager is the primary link between the council and the city staff. The council's relationship with the staff shall be through the city manager.

1. In order to ensure proper presentation of agenda items by staff, questions arising from council members after receiving their information packet should be, whenever possible, presented to the city manager for staff consideration prior to the council meeting. This allows staff time to address the council member's concern and provide all council members with the additional information.
2. The city manager shall designate the appropriate staff member to address each agenda item and shall see that each presentation is prepared and presented in order to inform and educate the council on the issues which require council action. The presentation should be professional, timely, and allow for discussion of options for resolving the issue. The staff member making the presentation shall either make it clear that no Council action is required, present the staff recommendation, or present the specific options for council consideration.
3. The city manager is directly responsible for providing information to all the council concerning any inquiries by a specific council member. If the city manager or his/her staff's time is being dominated or misdirected by a council member, it is his/her responsibility to inform the mayor of the concern (any action necessary is covered under Section I A:7).
4. The city manager will be held responsible for the professional and ethical behavior of himself/herself and the discipline of his/her staff. The city manager is also responsible for seeing that his/her staff also receives the education and information necessary to address the issues facing municipal government.
5. Any conflicts arising between the city staff and the council will be addressed by the mayor and the city manager.
6. All staff members shall show each other, each council member, and the public respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.
7. The city manager, after an election, will make sure that staff has prepared information needed for the orientation of new council members and inform them of any Texas Municipal League conferences and seminars available. The city manager will also be responsible for meeting personally with new members and informing them about city facilities and procedures.

Section III: Council and Media Relations

Since the democratic form of government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is imperative the media play an important role in the governmental process. It is through an informed public that progress is ensured, and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well informed and educated citizenry.

1. During the conduct of official business, the news media shall occupy places designated for them or the general public.
2. All reporters will have access to an agenda in advance and will be furnished support material needed for clarification if requested.

3. In order to preserve the decorum and professionalism of council meetings, the media are requested to refrain from conversing privately with other people in the audience and to conduct any interviews with the public outside the council chambers while council is in session.
4. Since the government body conducts business differently, it is requested that all reporters new to city council meetings meet with the city manager, mayor, or the public communications representative prior to covering their first meeting to be informed of policies and procedures to help ensure a professional working relationship between the media reporter and the city.
5. On administrative matters, the city manager is the spokesperson, unless he/she has appointed a media relations person to present staff information on the agenda.
6. The mayor, or his/her designee, is the primary spokesperson for the city on matters regarding policy decisions or any council information pertaining to issues on the agenda. In order to ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know that the item was seriously debated, and options discussed before a vote was taken, and helps build confidence in the democratic process.
7. The College Station City Council is made up of six council members and a mayor, each elected by the citizens of College Station. In respect to each council member and his/her constituents, his/her views as presented on an issue before the council should provide equitable representation from all seven members. Even though council members may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each member's position during his/her term of office and not only during an election campaign.

We all have the responsibility to protect the integrity of our governing process and therefore, have read and agreed to the above guidelines.

Section IV. Council Social Media Relations

The city understands that social networking and internet services have become a common form of communication in the workplace and among stakeholders and citizens. Also, the city recognizes the right to use and maintain personal web sites or to engage in social networking. However, the line between public and private activity has been blurred by these social networking tools, which is the primary reason these guidelines were developed. Information from your personal Facebook page, blog entries and tweets – even if they are intended as personal messages between family and friends – can easily reach beyond your intended audience and represent you and the city to the outside world. For those council members who choose to participate in social networks, here are some additional guidelines for personal social networking sites:

- City policies, rules, regulations, and code of conduct apply to individuals who engage in social networking activities while conducting city business. Use of your city e-mail address and communicating in your official capacity will constitute conducting city business. Protect your privacy, the privacy of citizens, and the information the city holds. Follow all privacy protection laws, i.e., HIPAA, and protect sensitive and confidential city information. Follow all copyright laws, open records laws, retention laws, fair use and financial disclosure laws and any other laws that might apply. All city social networking activities are subject to State of Texas open records laws. All city information that is considered non-public in nature must be protected. Respect and maintain the

entrusted to you. Do not divulge or discuss proprietary information, personal details about other people or other confidential material.

- Frame any comments or responses in a respectful and positive manner. Do not argue with commenters. Be clear, but not defensive. Avoid personal attacks and do not criticize other city employees or departments. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the city's workplace. Before posting, consider how your comment or behavior would be received if it appeared in the mass media. In other words, behave as if you are in any other public setting.
- Recognize that everything you post or receive on a social media site is public. Anyone with access to the web can get access to your activity on social media sites. You are responsible for the content you post. If it gives you pause, pause before you publish. Remember that your personal and professional lives overlap in your online activity. Make it clear that you are speaking for yourself and not on behalf of the city. If you publish content on any Web site outside of the city and it has something to do with the work you do or subjects associated with the city, use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent the city's positions or opinions." When in doubt about any online activity, contact the public communications department.

Section V. Videoconferencing (A full copy of the City's Videoconference Policy is attached.)

1. A council member is permitted to attend a council meeting by videoconference in those instances in which a council member would otherwise be required to request an excused absence, such as travel or illness. The council understands the importance of ensuring council members and members of the public attending the meeting in person have adequate access to a council member's comments when he or she attends the meeting virtually. The purpose of this policy is to establish policies and procedures to help ensure council members participating remotely in a council meeting by means of a videoconference call, do so within the guidelines of TEXAS GOVERNMENT CODE, §551.127. TEXAS GOVERNMENT CODE, §551.127 permits the city council to meet in executive session by videoconference call provided that the closed session meets the statutory requirements. A council member remotng into executive session must be in a closed room and must be alone to protect the confidentiality of the executive session and in some cases to preserve the attorney client privilege.
2. The notice of a meeting to be held by videoconference call must specify the location and the intent to have a quorum present at the location. The location shall have two-way audio and video communication with each member who is participating by videoconference call during the entire meeting. Each participant in the videoconference call, while speaking, shall be clearly visible and audible to each other participant, and during the open portion of the meeting, to the members of the public in attendance at the location and any other location of the meeting that is open to the public.

No more than three (3) council members may videoconference at any one time. Requests to videoconference will be taken on a first come/first-served basis.

3. A meeting of the Council may be held by videoconference call only if:
 - a. the meeting takes place in the College Station City Hall, which has been determined to be the only physical space that currently meets the requirements of TEXAS GOVERNMENT CODE, §551.127;
 - b. the member of the governmental body presiding over the meeting is present at that physical space; and

- c. any member of the public present at that physical space is provided the opportunity to participate in the meeting by means of videoconference call in the same manner as a person who is physically present at a meeting of the governmental body that is not conducted by videoconference call.
4. A meeting held by videoconference call can only be held if a quorum of the council is physically present at one location. If a problem occurs that causes a remote participant to no longer be visible and audible to the public at the location, the meeting must be recessed until the problem is resolved. If the problem cannot be resolved in thirty (30) minutes the council member remoting into the meeting will be determined to have left the meeting, and the meeting will continue at the location.

Section VI. College Station City Council Code of Ethics

The office of elected officials is one of trust and service to the citizens of College Station. This position creates a special responsibility for the College Station city council member. In response to this, the College Station city council is expected to govern this city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and local democracy and a dedication to the promotion of efficient and effective governing. To further these objectives, certain ethical principles shall govern the conduct of every council member, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the citizens of College Station;
2. Recognize that the chief function of local government at all times is to serve the best interests of all of the people;
3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the council. Do not seek nor accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
5. Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the city council, and
6. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of College Station. It is recognized that certain exceptions are made by the State for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

APPENDIX B

DEFINITIONS

“Affinity”	means a relation by marriage.
“Business entity”	means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law.
“Board” or “Body”	means any board, commission, agency or committee of the City created by the passage of a City Ordinance, Resolution, or minute order with decision or advisory making authority designated as a board, commission, agency or committee by the City Council, as well as external boards.
“City”	means the City of College Station.
“City Council”	means the City Council of the City of College Station.
“Closed meeting”	means a meeting closed to the public that complies with specific state statutes.
“Consanguinity”	means a relation or connection by blood.
“Degree”	relating to consanguinity and affinity. See Appendix C.
“Deliberation”	means a verbal exchange during a meeting between a quorum of a governmental body, or between a quorum of a governmental body and another person, concerning an issue within the jurisdiction of the governmental body or any public business.
“Employee”	means a person who is employed by the City.
“Governmental body”	means a City board, committee, or commission that has rule-making, quasi-judicial, or advisory power and is subject to the Texas Open Meetings Act.
“Governing body”	means the College Station City.
“Judicial”	the power to judge, to administer justice and interpret laws and ordinances.
“Meeting”	means a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action. The term does not include the gathering of a quorum of a governmental body at a social function unrelated to the public business.
“Member”	means a member of a board.
“Person”	means any individual, firm, trust, corporation, partnership or any other legal entity.

“Quorum”

means the prescribed number of members of anybody that must be present to legally transact business.

“Substantial Interest in
a business entity
or real property”

means an individual, firm, trust, corporation, partnership or any other legal entity:

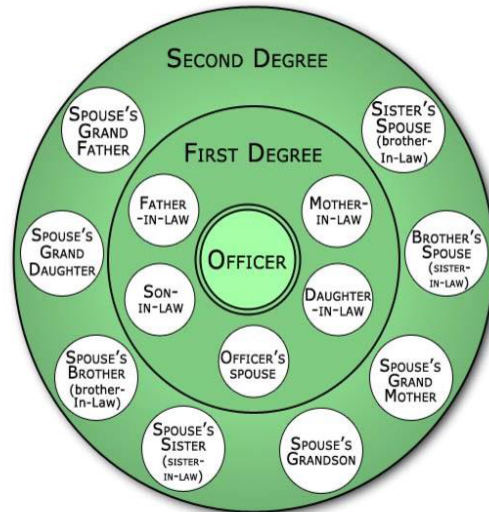
- 1) with respect to a business entity, the interest is ownership of ten percent (10%) or more of the voting stock or shares of the business entity or ownership of either ten percent (10%) or more or Fifteen Thousand Dollars (\$15,000) or more of the fair market value of the business entity.
- 2) with respect to a business entity, funds received by the person from the business entity exceed ten percent (10%) of the officer or member's gross income for the previous year.
- 3) with respect to real property, equitable or legal ownership with a fair market value of Two Thousand Five Hundred Dollars (\$2,00) or more or as established from time to time in Section 171.002, Texas Local Government Code.

APPENDIX C

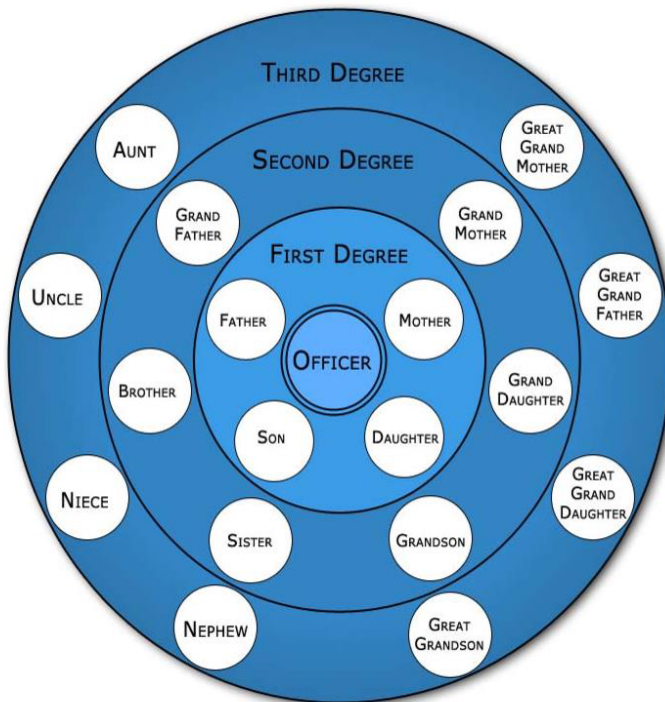
NEPOTISM CHART

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025



AFFINITY KINSHIP
Relationship by Marriage



CONSANGUINITY KINSHIP
Relationship by Blood

APPENDIX D

ROBERT'S RULES OF ORDER RELATING TO MOTIONS

MOTION	DEBATABLE	DEBATE CONFINED TO PENDING QUESTION	CAN BE AMENDED	CAN RECONSIDER	REQUIRES MAJORITY VOTE	MUST BE SECONDED	OUT OF ORDER WHEN ANOTHER HAS THE FLOOR
Adjourn	No	Yes	No	No	Yes	Yes	Yes
Adopt/Accept a Report	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Adopt Constitutions, By-laws, and Rules of Order	Yes	Yes	Yes	1	Yes	Yes	Yes
Adopt Standing Rules	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Amend	2	Yes	Yes	Yes	Yes	Yes	Yes
Amend an Amendment	2	Yes	No	Yes	Yes	Yes	Yes
Amend Constitution, By-laws, and Rules or Order	Yes	Yes	Yes	1	3	Yes	Yes
Amend Standing Rules	Yes	Yes	Yes	Yes	4	Yes	Yes
Appeal (excluding Indecorum)	Yes	Yes	No	Yes	Yes	Yes	No
Debate, to Close, Limit or Extend	No	Yes	Yes	Yes	No	Yes	Yes
Division of Assembly	No	Yes	No	No	Yes	No	No
Division of Question	No	Yes	Yes	No	Yes	5	5
Fix the Time to Adjourn	6	Yes	Yes	Yes	Yes	Yes	Yes
Informal Consideration of Question	Yes	Yes	No	1	Yes	Yes	Yes
Lay on the Table	No	Yes	Yes	No	Yes	Yes	Yes
Main Motion or Question	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nomination, to Make	Yes	Yes	No	No	Yes	No	Yes
Nominations, to Close	No	Yes	Yes	No	No	Yes	Yes
Nomination, to Re-open	No	Yes	Yes	1	Yes	Yes	Yes
Objection to Consideration of a Question	No	Yes	No	1	7	No	No

MOTION	DEBATABLE	DEBATE CONFINED TO PENDING QUESTION	CAN BE AMENDED	CAN RECONSIDER	REQUIRES MAJORITY VOTE	MUST BE SECONDED	OUT OF ORDER WHEN ANOTHER HAS THE FLOOR
Order, Question of	No	Yes	No	No	Yes	No	No
Order, to Make a Special	Yes	Yes	Yes	Yes	No	Yes	Yes
Orders of the Day, to Call for	No	Yes	No	No	Yes	No	No
Parliamentary Inquire	No	Yes	No	No	Yes	No	No
Postpone Definitely (to Certain Time)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Postpone Indefinitely	Yes	No	No	8	Yes	Yes	Yes
Previous Question	No	Yes	No	9	No	Yes	Yes
Privilege, to Raise Question of	No	Yes	No	No	Yes	No	No
Recess, to Take a	6	Yes	Yes	No	Yes	Yes	Yes
Reconsider	2	10	No	No	Yes	Yes	Yes
Substitute (same as Amend)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Suspend the Rules	No	Yes	No	No	No	Yes	Yes
Take from the Table	No	Yes	No	No	Yes	Yes	Yes
Withdraw	No	Yes	No	1	Yes	No	Yes

FOOTNOTES TO TABLE OF ROBERT'S RULES OF ORDER

1. An affirmative vote on this motion cannot be reconsidered.
2. Undebatable when the motion to be amended, reconsidered, or rescinded is undebatable.
3. Constitutions, By-Laws, and Rules of Order before adoption are in every respect main motions and may be amended by majority vote. After adoption they require prior notice and 2/3 vote for amendment.
4. Standing Rules may be amended at any time by a majority vote if previous notice has been given, or by a 2/3 vote without notice.
5. If resolutions or propositions relate to different subjects that are independent of each other, they must be divided on the request of a single member, which may be made when another has the floor. If they relate to the same subject and yet each part can stand alone, they may be divided only on a regular motion and vote.
6. Undebatable if made when another question is before the assembly.
7. The objection can be made only when the question is first introduced, before debate. A 2/3 vote must be opposed to the consideration in order to sustain the objection.
8. Negative vote on this motion cannot be reconsidered.
9. Cannot be reconsidered after a vote has been taken under it.
10. Opens to debate main question when latter is debatable.

APPENDIX E

APPLICATIONS FOR BOARDS, COMMISSIONS, AND COMMITTEES

Applications are completed and submitted online, if you have any question you can contact the City Secretary electronically at tdsmith@cstx.gov or at 979-764-3541.

Application for filing:

https://cstx.gov/departments__city_hall/committees

June 9, 2022

Item No. 7.10.

Lick Creek Wastewater Treatment Plant Capacity Expansion Professional Services Change Order

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Change Order No. 4 in the amount of \$118,806 to the professional services contract with Freese and Nichols, Inc. for the Lick Creek Wastewater Treatment Plant Capacity Expansion Project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This change order is for additional construction inspection for the Lick Creek Wastewater Treatment Plant Expansion project. Full time on-site inspection was included in the original scope of work for the city's design consultant, Freese and Nichols Inc. The construction contractor is behind schedule and it is anticipated that additional inspection will be needed. The additional cost for inspection will be recouped from the contractor through liquidated damages associated with the schedule delay. The additional fee included in this change order is for an additional four months of inspection.

Budget & Financial Summary: A combined total budget in the amount of \$40,740,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A combined total of \$39,239,553 has been expended or committed to date, leaving a combined balance of \$1,500,447 for this change order and future expenses.

Attachments:

1. Change Order 4

CHANGE ORDER NO. 4		DATE: 5/24/2022	Contract No. 17300251			
P.O.#: 17202417		PROJECT: Lick Creek WWTP Capacity Expansion				
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842		CONTRACTOR: Freese and Nichols, Inc. 2711 North Haskell Avenue Suite 3300, Dallas, TX 75204 Ph: 214-217-2224 Fax: 214-920-2565				
PURPOSE OF THIS CHANGE ORDER: Adds additional construction inspection to FNI's contract. Costs will be offset by contractor once construction is complete.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Lick Creek WWTP additional construction inspection	\$ 118,806.00	0	1	\$ 118,806.00
					TOTAL	\$ 118,806.00
THE NET AFFECT OF THIS CHANGE ORDER IS A 3.5% INCREASE.						
ALL ITEMS (96STRTX / 5314)			\$118,806.00			
TOTAL CHANGE ORDER			\$118,806.00			
ORIGINAL CONTRACT AMOUNT			\$4,788,765.00			
CHANGE ORDER NO. 1			\$14,234.00	0.3%	CHANGE	
CHANGE ORDER NO. 2			\$10,000.00	0.2%	CHANGE	
CHANGE ORDER NO. 3			\$24,933.00	0.5%	CHANGE	
CHANGE ORDER NO. 4			\$118,806.00	2.5%	CHANGE	
REVISED CONTRACT AMOUNT			\$4,956,738.00	3.5%	TOTAL CHANGE	
ORIGINAL CONTRACT TIME			N/A	Days		
TIME EXTENSION NO. 1			N/A	Days		
REVISED CONTRACT TIME			N/A	Days		
SUBSTANTIAL COMPLETION DATE			N/A			
REVISED SUBSTANTIAL COMPLETION DATE			N/A			
APPROVED						
_____ A/E CONTRACTOR			_____ CHIEF FINANCIAL OFFICER		_____ Date	
_____ CONSTRUCTION CONTRACTOR			_____ CITY ATTORNEY		_____ Date	
_____ PROJECT MANAGER			_____ CITY MANAGER		_____ Date	
_____ CITY ENGINEER			_____ MAYOR		_____ Date	
_____ DEPARTMENT DIRECTOR			_____ CITY SECRETARY		_____ Date	



PROFESSIONAL SERVICES AGREEMENT AMENDMENT

City of College Station
P.O. Box 9960

College Station, TX 77842

AMENDMENT NO. 4
FNI PROJECT NO. CCL17203
CLIENT CONTRACT REFERENCE
DATE: 5/9/2022

Project Name: Lick Creek WWTP Expansion

Description of Services: Provide on-site daily observation and start up assistance for the Lick Creek WWTP project. Mr. Power will transition onto the site relieving the current Resident Project Representative beginning May 2, 2022. The hours will be approximately 45 hours per week during hours when the contractor is performing construction work. The term will be through Final Completion by the contractor per the specifications for the project.

Amended Deliverables: None

Amended Schedule: It is anticipated that this project will take approximately 4 months to reach Final Completion at which time Mr. Power's services will not be required. The intent is to provide these services until the Contractor has reached Final Completion. The anticipated number of total hours which will be required is 810 HRS.

Compensation shall be amended as follows: A not to exceed amount of One Hundred Eighteen Thousand, Eight Hundred Six Dollars (\$118,806.00).

Original Contract Amount:	\$4,788,765.00
Amount of Amendment #1:	\$14,234.00
Amount of Amendment #2:	\$10,000.00
Amount of Amendment #3:	\$24,933.00
Amount of this Amendment:	\$118,806.00
Revised Total Amount Authorized:	\$4,956,738.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF COLLEGE STATION

BY: _____

BY: _____

Print Name

Print Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

City of College Station				Project Fee Summary			
Lick Creek WWTP Capital Program - Additional Resident Rep				Basic Services		-	
Detailed Cost Breakdown				Special Services	\$	118,896	
				Total Project	\$	118,896	

Project Fee Summary			
Basic Services		-	
Special Services	118,896		
Total Project	118,896		

Project Fee Summary			
Basic Services		-	
Special Services	118,896		
Total Project	118,896		

Phase	Task	Activity	Basic or Special	Task Description	Labor										Expenses										Subconsultants										Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						

Kent A Power
1930 Alpine Mist
San Antonio, TX 78258

Proposal for Lick Creek WWTP

Scope of Subconsultant's Services:

Provide on-site daily observation and start up assistance for the Lick Creek WWTP project. Mr. Power will transition onto the site relieving the current Resident Project Representative beginning May 2, 2022. The hours will be approximately 45 hours per week during hours when the contractor is performing construction work. The term will be through Final Completion by the contractor per the specifications for the project.

Subconsultant's Compensation:

Hourly Rate	\$ 133.34 per HR	810 HRS	\$ 108,005.40
(Maximum of 45 HRS/WK for the contract duration)			
TRAVEL RELATED EXPENSES			
Vehicle	Included in Hourly Rate	4 MO	\$ 0
Per Diem	Included in Hourly Rate	4 MO	\$ 0
TOTAL			\$ 108,005.40

Contract Duration:

It is anticipated that this project will take approximately 4 months to reach Final Completion at which time Mr. Power's services will not be required. The intent is to provide these services until the Contractor has reached Final Completion. The anticipated number of total hours which will be required is 810 HRS.

Subconsultant's Compensation:

Amount up to \$108,005.40 for basic services. Invoices for hourly rate will be submitted by the Subconsultant to the consultant for Bi-weekly Services and Travel Related Expenses will be submitted monthly. Additional Services requested will be by issuance of an additional Task order.

KENT A POWER

By: _____
(signature)

(Print Name and Title)

(Date)

FREESE & NICHOLS INC

By: _____
(signature)

(Print Name and Title)

(Date)

SUBCONSULTANT AGREEMENT

Project CCL17203

This Agreement is between Kent A. Power (hereinafter "Subconsultant") and FREESE AND NICHOLS, INC. (hereinafter "FNI"). In consideration of Subconsultant providing professional services for FNI and FNI utilizing Subconsultant's services on an independent contractor basis, the parties hereby agree:

1. Subconsultant will provide FNI with the services described in Schedule A attached hereto ("the Work").
2. Confidentiality Agreement is:
 - a. ☒ Not required
 - b. ☐ Required and attached hereto
3. The parties agree that this Agreement is not intended to create an employment relationship, and Subconsultant's status is that of an "independent contractor".
4. Subconsultant will provide any and all tools, supplies, office space and transportation needed to provide their services.
5. FNI will pay Subconsultant on the basis and under the conditions described in Schedule B attached hereto.
6. Subconsultant agrees to be liable for all related taxes including but not limited to: federal, state and employment taxes, which may be due.
7. This consulting agreement may be terminated by either party at any time upon written notice. If this agreement is terminated, or if the project is suspended for more than ninety (90) days, the Subconsultant will be paid for services satisfactorily performed prior to written notice from FNI in accordance with Schedule B.
8. Subconsultant shall procure and maintain insurance in accordance with the provisions of Schedule C attached hereto. Subconsultant shall not assign or sublet in whole or in part this contract or the services to be performed without prior written approval from FNI. Approval by FNI shall not constitute or be deemed to be a release of the responsibility and liability of the Subconsultant for the accuracy and competency of the services to be performed under this Subconsultant Agreement. **Please send your Certificate of Insurance to contracts@freese.com.**
9. To the fullest extent permitted by law, FNI and Subconsultant shall indemnify and hold harmless the other party, its agents and employees of any of them from and against claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the indemnifying party, its consultants and subcontractors, or anyone for whose acts they may be liable.
10. This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.

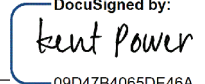
DATE AGREED AND EXECUTED:**KENT A. POWER**

By: _____

Kent Power

Printed or Type Name

Title: Sole Proprietor

DocuSigned by:

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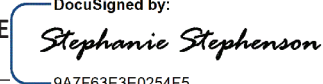
FREESE

By: _____

Stephanie Stephenson

Printed or Type Name

Title: Senior Contract Administrator

DocuSigned by:

 9A7F63E3E0254F5...

1930 Alpine Mist
 San Antonio, TX 78258

801 Cherry Street, Suite 2800
 Fort Worth, TX 76102

SCHEDULE A

Subconsultant shall provide the following engineering services in connection with the Lick Creek WWTP Expansion.

SCOPE OF SERVICES

Subconsultant shall provide services in accordance with the attached subconsultant proposal: Proposal for Lick Creek WWTP.

The Agreement between FNI and FNI's Client is attached hereto as Schedule D (the Prime Agreement) and made a part hereof. This Subconsultant Agreement is for services associated and subject to the Prime Agreement. Subconsultant agrees to be bound by the terms and conditions of the Prime Agreement, insofar as they relate to and affect the services to be performed by the Subconsultant. **SUBCONSULTANT SHALL HAVE THE SAME RIGHTS, DUTIES, OBLIGATIONS AND LIMITATIONS AS TO FNI AS FNI HAS TO THE CLIENT UNDER THE PRIME AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE PRIME AGREEMENT, THE MORE STRINGENT SHALL APPLY.**

SCHEDULE B

In consideration of the services to be performed under this Subconsultant Agreement, Subconsultant shall be paid as follows, with the total fee not to exceed of One Hundred Eight Thousand Five Dollars and Forty Cents (\$108,005.40). It is understood that this fee includes any related taxes, which may result from Subconsultant providing these types of services. FNI will only be liable to Subconsultant for the fee stipulated herein.

Such payment is the total compensation to be paid, and FNI will provide no fringe benefits to Subconsultant. Subconsultant will provide a completed current W-9 Form. FNI will not be able to meet payment terms until a W-9 has been received from the Subconsultant.

Subconsultant will submit a monthly invoice in accordance with the attached Subconsultant Invoicing Guidelines and must also include the following information. Subconsultant shall only invoice for time and materials for not to exceed fee type.

Project Number	Phase Description	Phase Code	Task Code	Fee
CCL17203	Phase 4 - Constr. Resident Rep	0010	0AI1	\$108,005.40

If FNI receives Subconsultant’s invoice by the 5th of the month for the prior month’s charges, Subconsultant’s invoice will be included in the next invoice submitted to FNI’s client. Payment to Subconsultant will be made within ten (10) days after FNI receives payment for Subconsultant's services.

Should this Agreement be terminated pursuant to Paragraph 7, Subconsultant will be paid, if any payment is due, within ten (10) days after FNI receives payment for Subconsultant’s services. If FNI does not receive full payment when due from FNI’s Client, FNI shall pay the Subconsultant for acceptable service in the same proportion that payments received from FNI’s Client bear to the total payment due to FNI.

June 9, 2022

Item No. 7.11.

Ordinance Extending Mayoral Disaster Declaration

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Staff recommends that Council adopt the ordinance.

Summary: On March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV-2 (COVID-19).

On March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19.

On March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020.

On March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020. On March 30, 2020, the College Station City Council adopted an ordinance consenting and approving the Second Mayoral Order.

On April 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal.

On May 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal.

On June 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the Mayor's June 22, 2020, Disaster Declaration Renewal.

On June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating face coverings for commercial entities until Friday, July 10, 2020. On July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings.

On July 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the Mayor's July 22, 2020, Disaster Declaration Renewal.

On August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls.

On August 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the Mayor's August 21, 2020, Disaster Declaration Renewal.

On September 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the Mayor's September 21, 2020, Disaster Declaration Renewal.

On October 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the Mayor's October 20, 2020, Disaster Declaration Renewal.

On November 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the Mayor's November 20, 2020, Disaster Declaration Renewal.

On December 7, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the Mayor's December 7, 2020, Disaster Declaration Renewal.

On January 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the Mayor's January 8, 2021, Disaster Declaration Renewal.

On February 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the Mayor's February 8, 2021, Disaster Declaration Renewal.

On March 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the Mayor's March 8, 2021, Disaster Declaration Renewal.

On April 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the Mayor's April 6, 2021, Disaster Declaration Renewal.

On May 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the Mayor's May 7, 2021, Disaster Declaration Renewal.

On June 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the Mayor's June 7, 2021, Disaster Declaration Renewal.

On July 2, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the Mayor's July 2, 2021, Disaster Declaration Renewal.

On August 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the Mayor's August 6, 2021, Disaster Declaration Renewal.

On September 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the Mayor's September 6, 2021, Disaster Declaration Renewal.

On October 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 14, 2021, the College Station City Council consented with Ordinance 2021-4301 to the Mayor's October 7, 2021, Disaster Declaration Renewal.

On November 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the Mayor's November 8, 2021, Disaster Declaration Renewal.

On December 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the Mayor's December 6, 2021, Disaster Declaration Renewal.

On January 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the Mayor's January 7, 2022, Disaster Declaration Renewal.

On February 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 10, 2022, the College Station City Council consented with Ordinance 2021-4334 to the Mayor's February 7, 2022, Disaster Declaration Renewal.

On March 7, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On March 10, 2022, the College Station City Council consented with Ordinance 2021-4337 to the Mayor's March 7, 2022, Disaster Declaration Renewal.

On April 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On April 14, 2022, the College Station City Council consented with Ordinance 2024-4345 to the Mayor's April 8, 2022, Disaster Declaration Renewal.

On May 13, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On May 18, 2022, the College Station City Council consented with Ordinance 2024-4354 to the Mayor's May 13, 2022, Disaster Declaration Renewal.

On June 6, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020,

October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022 and May 13, 2022. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

Budget & Financial Summary: N/A

Attachments:

1. June 9 Disaster Declaration Ordinance Renewal

ORDINANCE NO. _____

DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, and July 22, 2020; and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020 and August 21, 2020; and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020; and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, and April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the May 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021 and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, and July 2, 2021; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021,

February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, and August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, and September 6, 2021; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on January 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021; and

WHEREAS, on January 13, 2022, the College Station City Council consented with Ordinance 2022-4326 to the January 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022; and

WHEREAS, on February 10, 2022, the College Station City Council consented with Ordinance 2022-4334 to the February 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on March 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022 and February 7, 2022; and

WHEREAS, on March 10, 2022, the College Station City Council consented with Ordinance 2022-4337 to the March 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on April 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022 and

WHEREAS, on April 14, 2022, the College Station City Council consented with Ordinance 2022-4345 to the April 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on May 13, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022; and

WHEREAS, on May 18, 2022, the College Station City Council consented with Ordinance 2022-4354 to the May 13, 2022, Disaster Declaration Renewal; and

WHEREAS, on June 6, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor

on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

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

1. That the state of disaster renewal proclaimed by the Mayor on June 6, 2022, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 9th day of June, 2022.

PASSED AND ADOPTED, this 9th day of June, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT A

DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON JUNE 6, 2022



DECLARATION OF DISASTER RENEWAL

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the July 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; and July 22, 2020, and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the August 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, and August 21, 2020, and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the December 7, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021; and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, and June 7, 2021; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, and July 2, 2021; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021,

February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, And August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, and September 6, 2021; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on January 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021 and

WHEREAS, on January 13, 2022, the College Station City Council consented with Ordinance 2022-4326 to the January 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022 and

WHEREAS, on February 10, 2022, the College Station City Council consented with Ordinance 2022-4334 to the February 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on March 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, and February 7, 2022; and

WHEREAS, on March 10, 2022, the College Station City Council consented with Ordinance 2022-4337 to the March 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on April 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, February 7, 2022, March 7, 2022; and

WHEREAS, on April 14, 2022, the College Station City Council consented with Ordinance 2022-4345 to the April 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on May 13, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, February 7, 2022, March 7, 2022, and April 8, 2022; and

WHEREAS, on May 18, 2022, the College Station City Council consented with Ordinance 2022-4354 to the May 13, 2022, Disaster Declaration Renewal; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect

immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF COLLEGE STATION:

1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, and May 13, 2022 are renewed, until terminated by the College Station City Council.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on June 6, 2022.

DECLARED this 6th day of June, 2022.

APPROVED:



Mayor

ATTEST:



City Secretary

APPROVED:



City Attorney

June 9, 2022
Item No. 8.1.
The Arts Council Rezoning

Sponsor: Derrick Williams, Staff Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from C3 Light Commercial to GC General Commercial on approximately 1.26 acres of land located at 4180 State Highway 6 South.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their May 19, 2022 meeting and voted unanimously to recommend approval. Staff also recommends approval of the rezoning.

Summary: This request is to rezone approximately 1.26 acres of land where the Arts Council of Brazos Valley is located from C-3 Light Commercial to GC General Commercial. The C-3 Light Commercial zoning district was retired in 2003 with the original adoption of the Unified Development Ordinance, and very few C-3-zoned properties still exist today. The district was intended to provide locations for commercial sites too small for many permitted uses in the GC General Commercial district and that are low traffic generators. With low traffic uses, the C-3 district does not allow the use of freestanding signage. The Arts Council moved onto the subject property when it was already developed. While the Arts Council is an allowed use on their site, they would like to update the zoning to a current and more suitable district that would allow for better sign visibility along the highway.

REZONING REVIEW CRITERIA

1.) Whether the proposal is consistent with the Comprehensive Plan:

The subject property is currently zoned C-3 Light Commercial and is designated as General Commercial on the Comprehensive Plan Future Land Use and Character Map. The Comprehensive Plan generally describes the General Commercial land use designation as follows:

General Commercial – Concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

While not an exceptionally large site, its only access is from the highway frontage road and from cross access with neighboring commercial properties. The proposed rezoning of the GC General Commercial district is in line with the Comprehensive Plan.

2.) Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The proposed zoning district is appropriate in the context of the surrounding area as GC General Commercial is found along the majority of State Highway 6 South. Land within close proximity to the

Frontage Road provides a horizontal mixing of uses and gives easy access to nearby residents. The subject property is located on the southbound frontage road of Highway 6, between a church and medical clinic, with a gas station, restaurant, and automotive repair shop also along the same block. While the site is used to house The Arts Council of the Brazos Valley, uses that would be allowed by the GC General Commercial Zoning that are not currently allowed in the C-3 Light Commercial district include nursing and assisted living facilities, tutoring and trade schools, drive-in/thru windows, and hotels.

3.) Whether the property to be rezoned is physically suitable for the proposed zoning district: Due to its location on the State Highway 6 Frontage Road, the subject property is appropriately placed for GC General Commercial development. The subject property is not in the FEMA floodplain. The subject property is physically suitable for the proposed zoning district.

4.) Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district: This property has sufficient access to both water and wastewater mains. There is an existing detention already on the property. It also has single driveway access to SH 6 Frontage Road.

5.) The marketability of the property: The zoning change will allow for the development of commercial uses that are typical and standard adjacent to major freeways. The proposed GC General Commercial zoning will allow for more marketability of the property.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 1.26 ACRES LOCATED AT 4180 STATE HIGHWAY 6 SOUTH FROM C3 LIGHT COMMERCIAL TO GC GENERAL COMMERCIAL DISTRICT; 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:

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

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 9th day of June, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

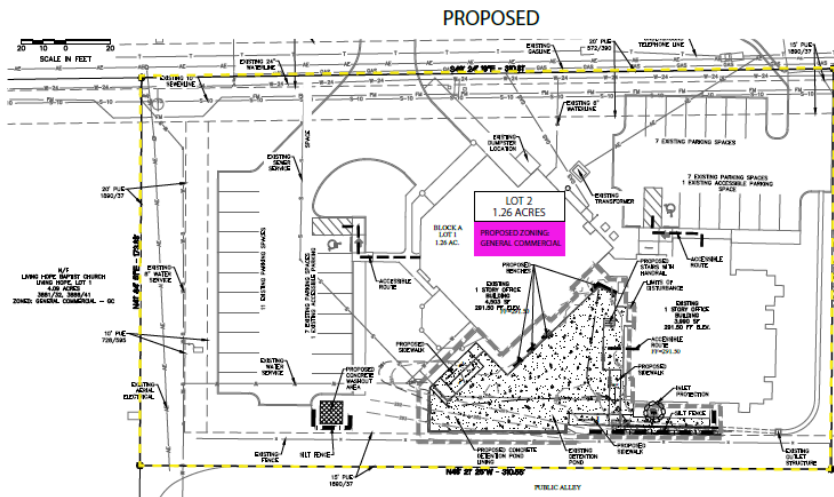
APPROVED:

City Attorney

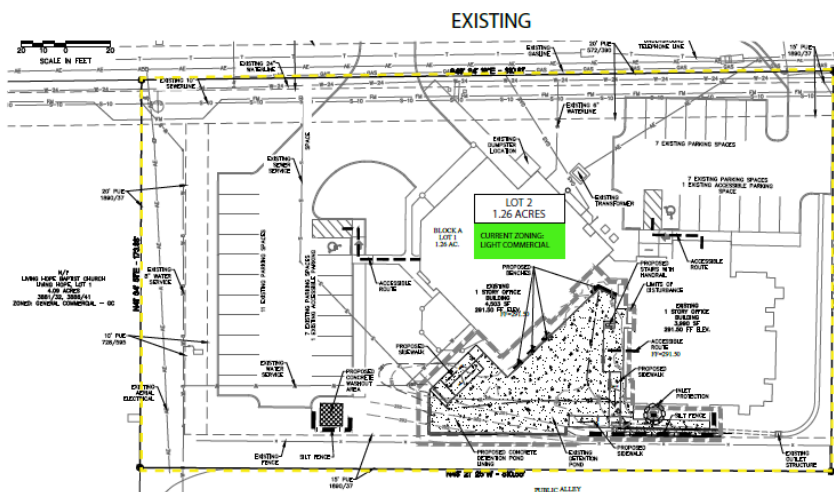
Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

Lot 2 Replat of Shenandoah PH1, Block A is rezoned from C3 Light Commercial to GC General Commercial District:



AERIAL OF SUBJECT PROPERTY



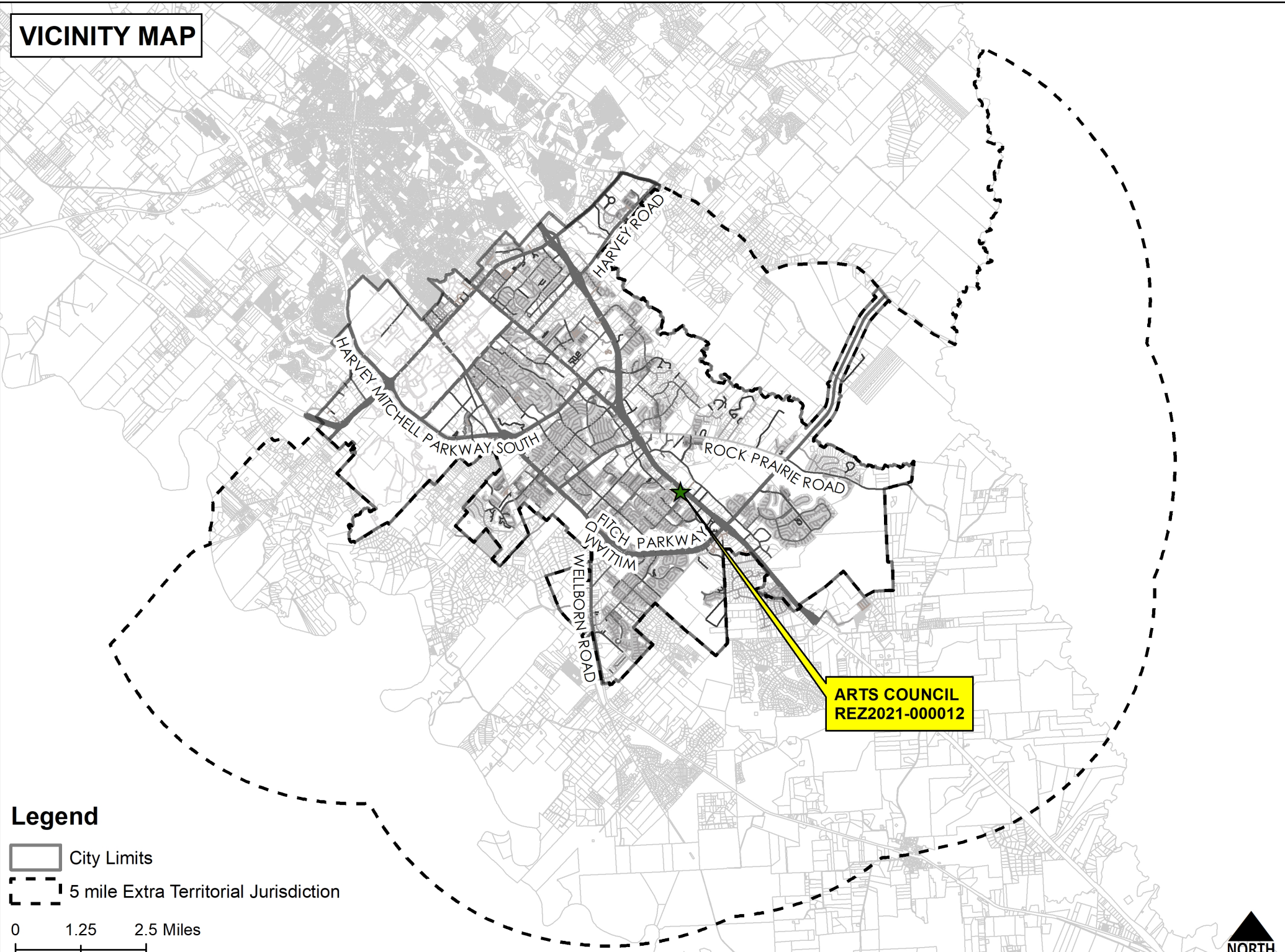
ARTS COUNCIL
OF BRAZOS VALLEY

SHENANDOAH PH 1,
BLOCK A, LOT 2 REPLAT
ACRES: 1.26
YEAR BUILT: 1994

JANUARY 2022



VICINITY MAP



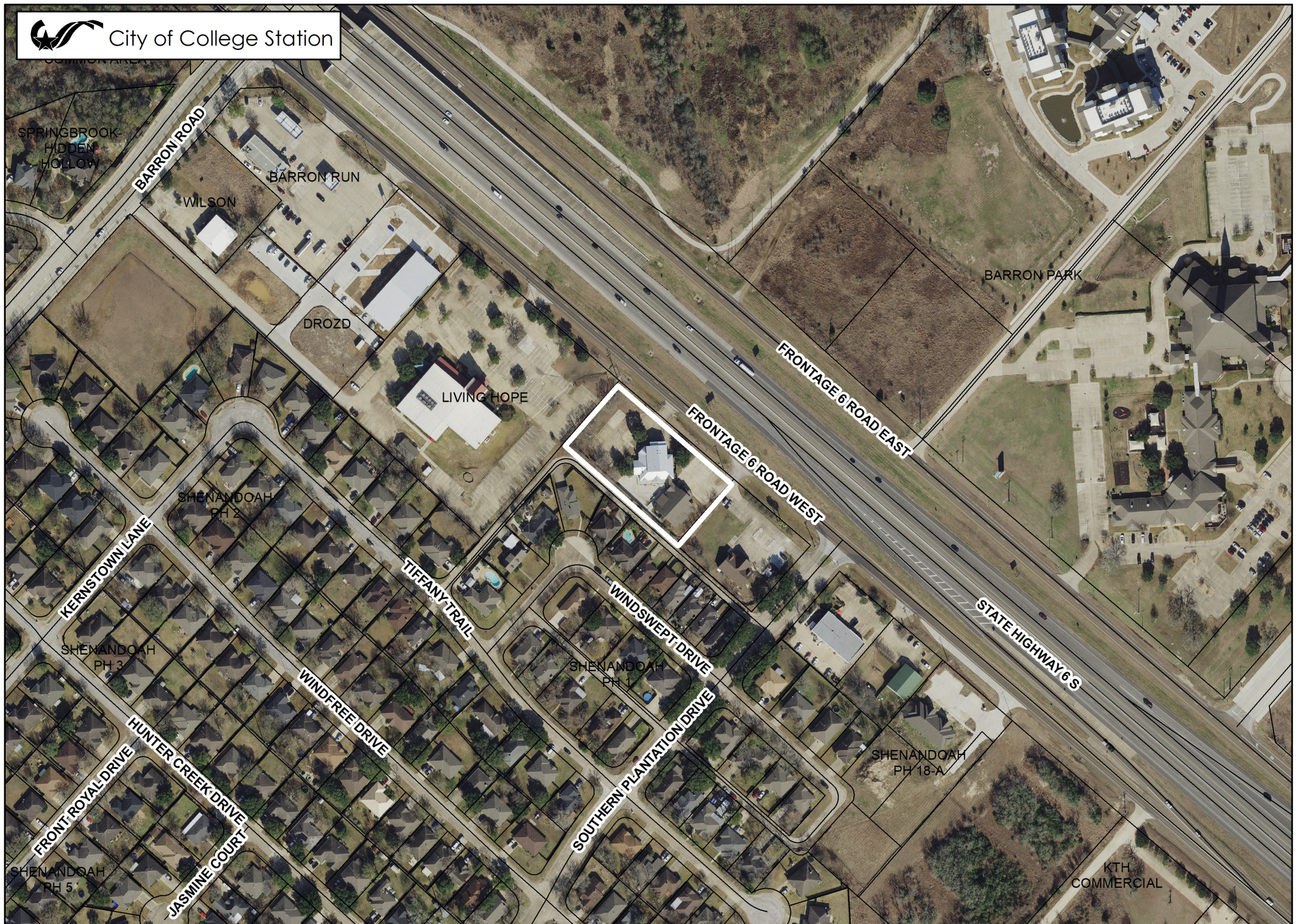
Legend

City Limits

5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



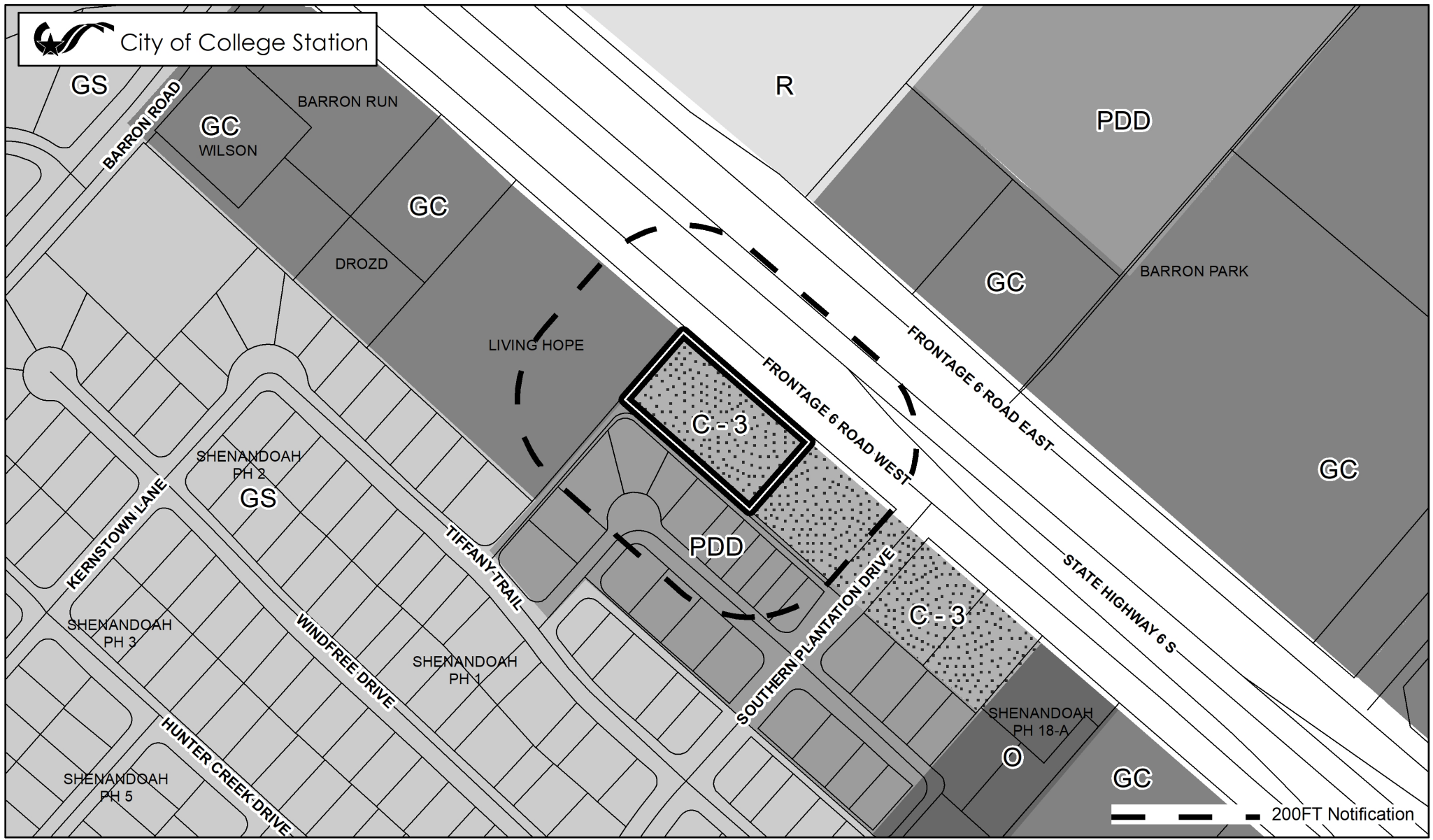


0 255 510 Feet

ARTS COUNCIL

Case:
REZ2021-000012

REZONING



200FT Notification

ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenak Tap Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts	
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 255 510 Feet

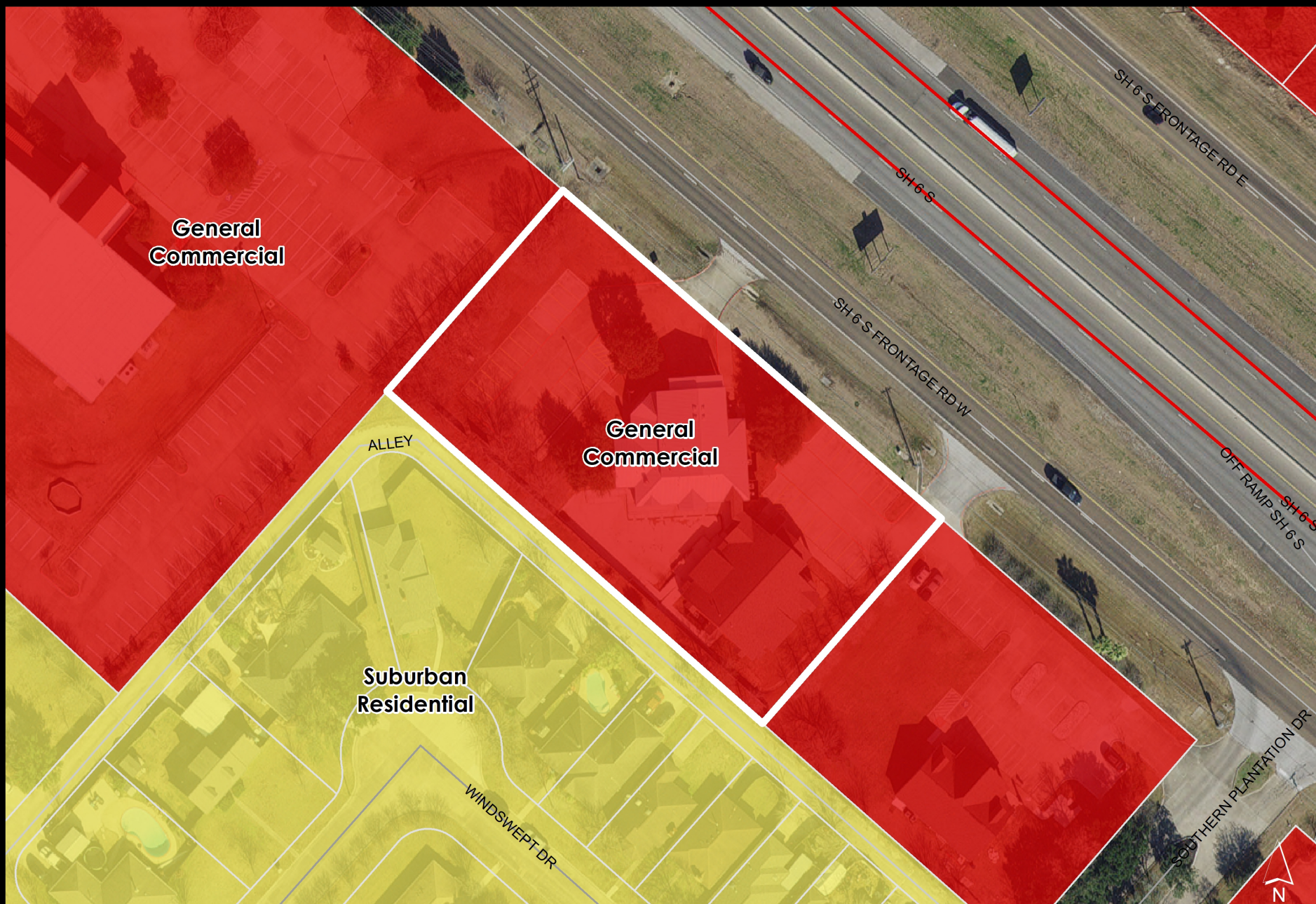
ARTS COUNCIL

Case:
REZ2021-000012

REZONING

EXISTING

Future Land Use



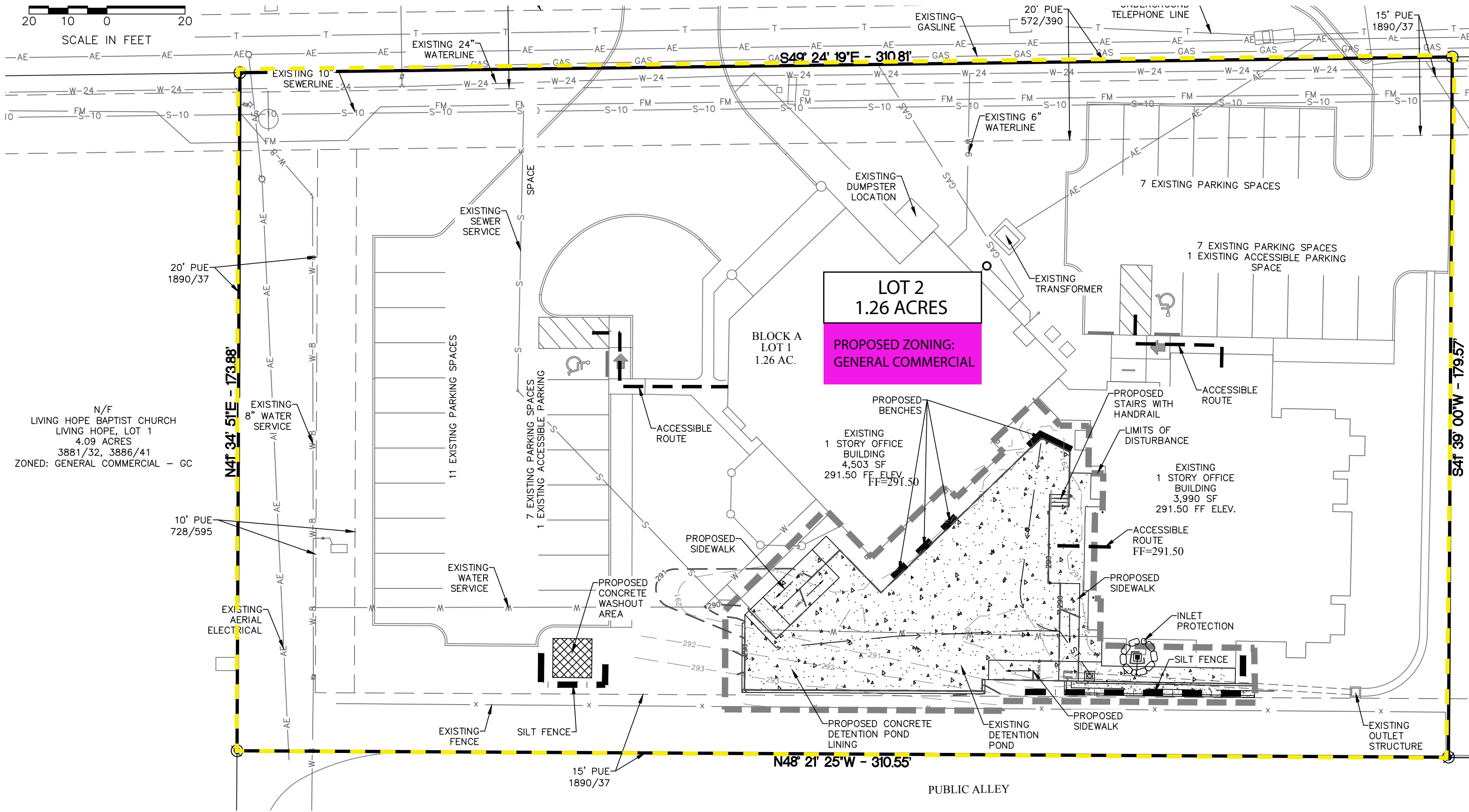
EXISTING Zoning



PROPOSED Zoning

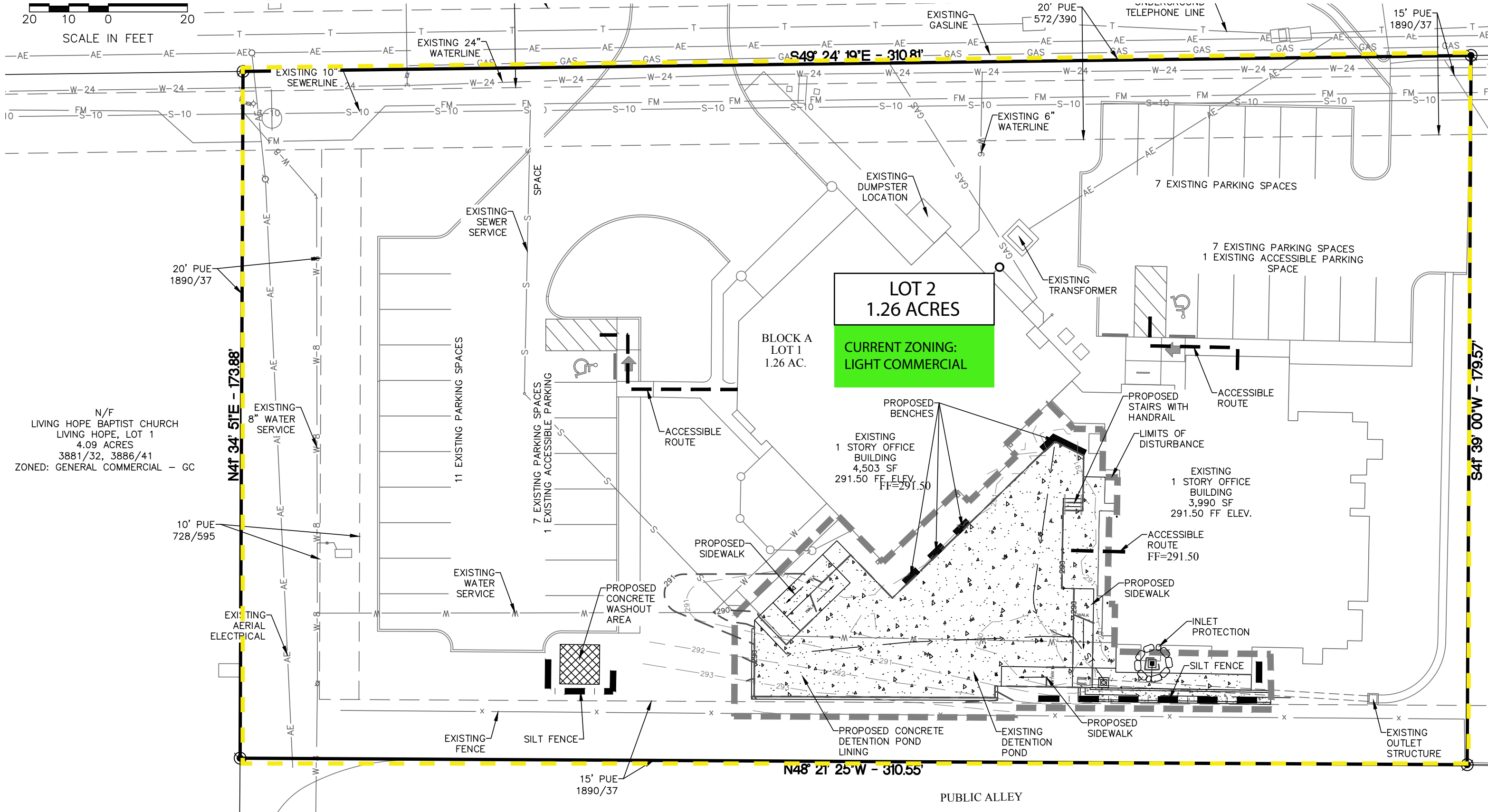


PROPOSED



AERIAL OF SUBJECT PROPERTY

EXISTING



ARTS COUNCIL
OF BRAZOS VALLEY

SHENANDOAH PH 1,
BLOCK A, LOT 2 REPLAT
ACRES: 1.26
YEAR BUILT: 1994

JANUARY 2022

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 19, 2022
Advertised Council Hearing Date: June 9, 2022

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:

Southern Plantation HOA

Property owner notices mailed: 18
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: 1 at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial	GC General Commercial	Place of Worship
South	General Commercial	C-3 Light Commercial	Commercial Retail
East	Freeway/Expressway	N/A (thoroughfare)	SH 6 S Frontage
West	Suburban Residential	PDD Planned Development District	Single-Family Residential

DEVELOPMENT HISTORY

Annexation: 1983
Zoning: 1983 - C - 3 Light Commercial
Final Plat: 1993 - Shenandoah Ph 1 Replat
Site development: The property is currently developed



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: ARTS COUNCIL

Address: 4180 STATE HIGHWAY 6 S

Legal Description: SHENANDOAH PH 1, BLOCK A, LOT 2 REPLAT

Total Acreage: 1.26

Applicant:: The Arts Council of Brazos Valley

Property Owner: ARTS COUNCIL OF THE BRAZOS VAL

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The area is along the highway and suitable for commercial properties. The current zoning does not allow for freestanding signage.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The zoning change is in accordance with the comprehensive plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current use of the property is suitable for the current zoning.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The proposed zoning is suitable for the area. The property is along State Highway 6 which is suitable for general commercial properties. The surrounding properties are also general commercial.

Explain the suitability of the property for uses permitted by the current zoning district.

The proposed zoning is suitable for the area. The property is along State Highway 6 which is suitable for general commercial properties. The surrounding properties are also general commercial.

Explain the marketability of the property for uses permitted by the current zoning district.

The proposed zoning district will be more marketable as a general commercial zoned property rather than a light commercial zoned property given the location.

List any other reasons to support this zone change.

N/A

June 9, 2022
Item No. 8.2.
UDO Amendment – ZBA

Sponsor: Molly Hitchcock, Assistant Director of Planning and Development

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 2.3 “Zoning Board of Adjustment”, Section 3.17 “Written Interpretation”, Section 3.19 “Variance”, and Section 3.20 “Administrative Appeal” of the Code of Ordinances of the City of College Station, Texas, regarding the powers, duties, and processes of the Zoning Board of Adjustment.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): The Planning and Zoning Commission heard this item at their May 19, 2022 meeting where they voted unanimously (7-0) to recommend approval of the ordinance amendment. Staff also recommends approval.

Summary: A Unified Development Ordinance amendment is being proposed to align the ordinance with state statutes related to the Zoning Board of Adjustment. H.B. 1475 (87th Texas Legislature) allowed, for the first time, financial hardships to be considered in variance proceedings for non-conforming structures. H.B. 2497 (86th Legislature) allowed for appeals to ordinance interpretations not related to a specific project or address to be brought forward by interested parties. H.B. 2497 also established a timeframe in which an administrative appeal may be made and how it is to be processed. Proposed amendments to Section 3.17 “Written Interpretation” and 3.20 “Administrative Appeal” are solely to bring current language into compliance with state statute. Section 3.19 “Variance” too has new language that also mirrors state statute, but also reorders the list of variance criteria into a more logical approach for discussion.

In addition to these necessary changes, the powers and duties of the Zoning Board of Adjustment (Section 2.3) are proposed to be updated to reflect all responsibilities assigned to it throughout the Code of Ordinances of the City of College Station and by the Easterwood Field Joint Airport Zoning Board. Having a comprehensive list of ZBA responsibilities in the UDO will assist in the determination of the appropriate appellate body for Code variances and clearly establish minimum notification procedures.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Section 2.3. Zoning Board of Adjustment redlines
3. Section 3.17 Written Interpretation redlines
4. Section 3.19 Variance redlines
5. Section 3.20 Administrative Appeal redlines

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 2, “DEVELOPMENT REVIEW BODIES,” SECTION 2.3 “ZONING BOARD OF ADJUSTMENT,” SUBSECTION 2.3.D “POWERS AND DUTIES,” AND ARTICLE 3, “DEVELOPMENT REVIEW PROCEDURES,” SECTION 3.17, “WRITTEN INTERPRETATION,” SECTION 3.19, “VARIANCE,” AND SECTION 3.20, “ADMINISTRATIVE APPEAL” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE POWERS, DUTIES, AND PROCESSES OF THE ZONING BOARD OF ADJUSTMENT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies,” Section 2.3 “Zoning Board of Adjustment,” Subsection 2.3.D “Power and Duties,” and Article 3, “Development Review Procedures,” Section 3.17, “Written Interpretation,” Section 3.19, “Variance,” and Section 3.20, “Administrative Appeal” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A,” Exhibit “B,” Exhibit “C,” and Exhibit “D”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies,” Section 2.3, “Zoning Board of Adjustment” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

D. Powers and Duties.

The Zoning Board of Adjustment shall have the following powers and duties:

1. Variances.

To hear and decide requests for variance from the setback, parking number or dimensions, parking island number or dimensions, sign (excluding sign regulations in the ETJ), maximum height, or lot size or dimension requirements of this UDO. Also, to hear and decide drainage variances (excluding landscaping provisions) in accordance with Chapter 105 “Floods,” Article II “Flood Hazard Protection” of the City of College Station Code of Ordinances when strict application of the provisions of the ordinance would result in unnecessary hardship.

Specifically excluded from the variance process are requests for relief from a site plan requirement imposed by the Administrator when the requirement was necessary to gain compliance with the criteria for approval of a site plan in Section 3.6.E Site Plan Review Criteria. Such requests will be heard and decided by the Design Review Board.

Also excluded are roadway and infrastructure construction criteria and other subdivision regulations contained with Article 8, Subdivision Design and Improvements. Such requests shall require waivers granted by the Planning and Zoning Commission.

2. Administrative Appeals.

To hear and decide appeals where it is alleged there is error in any order, requirement, decision, interpretation, or determination made by the Administrator or his designee in the enforcement of this UDO.

3. Official Zoning Map.

To interpret the intent of the Official Zoning Map where uncertainty exists because the physical features on the ground vary from those on the Official Zoning Map.

4. Nonconformities.

To hear and decide requests for the completion, enlargement, extension, or structural alteration of buildings and structures devoted to non-conforming uses in accordance with Section 9.2 ‘Nonconforming Uses’ of this UDO.

5. Special Exceptions.

To hear and decide requests for special exceptions for the parking of vehicles on residential yards in accordance with Chapter 38 ‘Traffic and Vehicles,’ Article II ‘Stopping, Standing, and Parking,’ Section 38-43 ‘Parking, standing, or storing of recreational vehicles, trailer, or trucks in residential areas’ of the City of College Station Code of Ordinances.

6. Distance Requirements

To hear and consider deviations from the distance requirements for the keeping of domestic livestock, fowl, and rabbits in accordance with Chapter 6 'Animals,' Article V 'Livestock, Birds, Exotic Animals and Wild Animals' of the City of College Station Code of Ordinances.

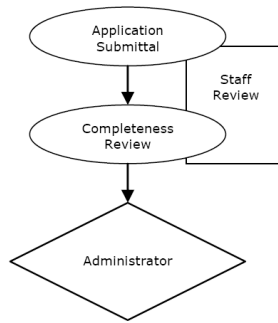
7. Easterwood Field Airport Zoning.

To hear and decide requests for appeals, special exemptions, and variances in accordance with the Easterwood Field Airport Zoning Ordinance.

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 3, “Development Review Procedures,” Section 3.17, “Written Interpretation” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

A. Applicability.



The Administrator shall have authority to make all written interpretations concerning the provisions of this UDO.

B. Request for Interpretation.

A request for interpretation shall be submitted to the Administrator in a form established by the Administrator and made available to the public.

C. Interpretation by Administrator.

1. The Administrator shall:
 - a. Review and evaluate the request in light of the text of this UDO, the Official Zoning Map, the Comprehensive Plan, the Subdivision Regulations, and any other relevant information;
 - b. Consult with other staff, as necessary; and
 - c. Render an opinion.
2. The interpretation shall be provided to the applicant in writing.

D. Official Record.

The Administrator shall maintain an official record of interpretations. The record of interpretations shall be available for public inspection during normal business hours.

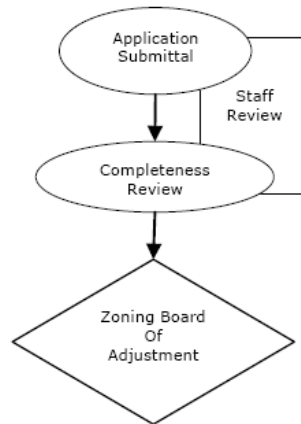
E. Appeal.

Appeals of written interpretations made by the Administrator shall be filed only by a party affected by the written interpretation with the Zoning Board of Adjustment or for appeals of written interpretations of the Subdivision Regulations, the Planning and Zoning Commission, within twenty (20) days of the decision in accordance with the procedures found in the Administrative Appeals Section in Article 3 of this UDO. If no appeal is filed within twenty (20) days, the written interpretation shall be final.

Exhibit C

That Appendix A, “Unified Development Ordinance,” Article 3, “Development Review Procedures,” Section 3.19, “Variance” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

A. Purpose.



The Zoning Board of Adjustment shall have jurisdiction to hear requests for a variance from the terms of this UDO. The Zoning Board of Adjustment shall be authorized to grant a variance from the terms hereof if, and only if, they find that the strict enforcement of this UDO would create a substantial hardship to the applicant by virtue of unique special conditions not generally found within the City, and that the granting of the variance would preserve the spirit and intent of the Ordinance and would serve the general interests of the public and the applicant. Variances may be granted only when in harmony with the general purpose and intent of this UDO so that public health, safety, and welfare may be secured and substantial justice done.

B. Applicability.

The Zoning Board of Adjustment shall have the authority to grant variances from the standards in this UDO except for waivers of the standards in Article 8, Subdivision Design and Improvements, which may be made by the Planning and Zoning Commission during the subdivision process, and requests for relief from a site plan requirement imposed by the Administrator when the requirement was necessary to gain compliance with the criteria for approval of a site plan in the Site Plan Review Section in Article 3 of this UDO, which may be made by the Design Review Board. Any variance request up to ten (10) percent may be treated as an Administrative Adjustment subject to the requirements of the Administrative Adjustment Section in Article 3 of this UDO.

C. Application.

A complete application for a variance shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

D. Action by the Zoning Board of Adjustment.

1. Public Hearing.

Following notice in accordance with the General Approval Procedures Section in Article 3 of this UDO, the Zoning Board of Adjustment shall hold a public hearing.

2. Variance Review.

Upon completion of the public hearing and after review of the variance application subject to the criteria listed in Section E below, the Zoning Board of Adjustment shall make a written finding and give its approval, approval with limitations, or disapproval of the variance.

E. Criteria for Approval of Variance.

1. Required Findings.

The Zoning Board of Adjustment may authorize a variance from the requirements of this UDO when an unnecessary hardship would result from the strict enforcement of this UDO. In granting a variance, the Zoning Board of Adjustment shall prescribe only limitations that it deems not prejudicial to the public interest. In making the required findings, the Zoning Board of Adjustment shall take into account the nature of the proposed use of the land involved, the existing use of land in the vicinity, the possibility that a nuisance will be created, and the probable effect of such variance upon traffic conditions and upon public health, convenience, and welfare of the vicinity. No variance shall be granted unless the Board makes affirmative findings in regard to all of the following criteria:

a. Extraordinary Conditions.

That there are extraordinary or special conditions affecting the land involved such that strict application of the provisions of this UDO will deprive the applicant of the reasonable use of his land. For example, the variance is justified because of topographic or other special conditions unique to the property and development involved, in contradistinction to the mere inconvenience or financial disadvantage.

b. Other Property.

That these conditions do not generally apply to other property in the vicinity.

c. Enjoyment of a Substantial Property Right.

That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.

d. Hardships.

That the hardship is not the result of the applicant's own actions.

The Board may consider the following as grounds to determine whether compliance with this ordinance as applied to a structure that is the subject of the variance would result in unnecessary hardship:

- 1) The financial cost of compliance is greater than fifty percent (50%) of the appraised value of the structure as shown on the most recently approved municipal tax roll;

- 2) Compliance would result in a loss to the lot on which the structure is located of at least 25 percent (25%) of the area on which development may physically occur;
- 3) Compliance would result in the structure not being in compliance with a requirement of a City ordinance, building code, or other requirement;
- 4) Compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- 5) The City considers the structure to be a nonconforming structure.

e. Subdivision.

That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this UDO.

f. Flood Hazard Protection.

That the granting of the variance will not have the effect of preventing flood hazard protection in accordance with Article 8, Subdivision Design and Improvements.

g. Comprehensive Plan.

That the granting of the variance would not substantially conflict with the Comprehensive Plan and the purposes of this UDO.

h. Utilization.

That because of these conditions, the application of the UDO to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.

i. Substantial Detriment.

That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this UDO.

2. Limitations.

The Zoning Board of Adjustment may not grant a variance where the effect would be any of the following:

- a. To allow the establishment of a use not otherwise permitted in the applicable zoning district;
- b. To increase the density of a use, above that permitted by the applicable district;
- c. To extend physically a nonconforming use of land; or
- d. To change the zoning district boundaries shown on the Official Zoning Map.

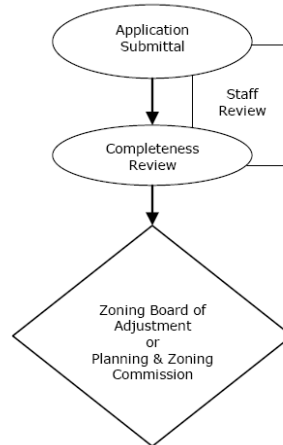
3. Profitability Not to Be Considered.

The fact that property may be utilized more profitably should a variance be granted may not be considered grounds for a variance.

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 3, “Development Review Procedures,” Section 3.20, “Administrative Appeal” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

A. Applicability.



1. Appeals to the Zoning Board of Adjustment may be taken by any person aggrieved by, or any officer or department affected by, specific points found in any of the following final decisions of the Administrator:
 - a. Written interpretations of the text of this UDO; or
 - b. Denial of Building Permit or site plan based on interpretation of Article 7, General Development Standards.
2. Appeals to the Planning and Zoning Commission may be taken by any person aggrieved by, or any officer or department affected by specific points found in the Administrator's written interpretations of the text of the Subdivision Regulations.

B. Effect of Appeal.

An appeal to the ZBA stays all legal proceedings in furtherance of the action appealed from, unless the Administrator from whom the appeal is taken certifies to the Zoning Board of Adjustment after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a Court of record on application, on notices to the officer from whom the appeal is taken, and on due cause shown.

C. Deadline for Submission of Application.

An appeal from any final decision of the Administrator or Director of Planning and Development Services shall be filed with the Administrator within twenty (20) days after the date the decision is made. If no appeal is filed within twenty (20) days, the decision shall be final.

D. Application.

A complete application for an administrative appeal shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

E. Record of Administrative Decision.

The Administrator shall forthwith transmit to the Zoning Board of Adjustment or the Planning and Zoning Commission, as appropriate, all the papers constituting the record of the action appealed.

F. Hearing.

The Zoning Board of Adjustment or Planning and Zoning Commission, as appropriate, shall set a reasonable time for the appeal hearing and give public notice as set forth in the General Approval Procedures Section in Article 3 of this UDO, as well as due notice to the parties in interest. The Board or Commission shall decide the appeal at their next meeting for which notice can be provided following the hearing and not later than the sixtieth (60th) day after the date the appeal is filed.

G. Final Action by Zoning Board of Adjustment or Planning and Zoning Commission.

The Zoning Board of Adjustment or Planning and Zoning Commission, as appropriate, may only consider the specific interpretive language of the Administrator and may reverse or affirm wholly or partly, or may modify the interpretation appealed from. In any case, the Board or Commission shall only present findings regarding specific errors made in the Administrator's interpretation.

Sec. 2.3. Zoning Board of Adjustment.

A. Creation.

The City Council shall provide for the appointment of a Zoning Board of Adjustment (ZBA) and the regulations and restrictions adopted shall be pursuant to the provisions of applicable statutory requirements of the State of Texas.

B. Membership and Terms.

1. Number, Appointment.

The Zoning Board of Adjustment shall consist of five (5) members who are residents of the City and eligible voters. Appointment of members shall be made by the City Council. The City Council may provide for the appointment of four (4) alternate members of the Board of Adjustment who shall serve in the absence of one (1) or more regular members when requested to do so.

2. Terms.

Each member of the Zoning Board of Adjustment shall be appointed for a term of two (2) years, except that two (2) members appointed initially shall have terms of only one (1) year. After the initial appointments, two (2) members shall be appointed in odd-numbered years to maintain a membership of five (5) members. Any alternate members appointed shall serve for the same period as the regular members and any vacancies shall be filled in the same manner as the regular members.

3. Vacancies.

Vacancies shall be filled by the City Council for the unexpired term of any member whose term becomes vacant.

C. Officers, Meetings, Quorum.

1. Officers.

A Chairperson shall be appointed annually by the City Council. The ZBA shall select a Vice-Chair from among its members as needed.

2. Meetings.

Meetings of the Zoning Board of Adjustment shall be held at the call of the Chairperson and at such other times as the Board may determine. Such Chairperson, or in his absence the acting Chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the Board where a quorum is present shall be open to the public.

3. Quorum.

All cases heard by the Zoning Board of Adjustment will always be heard by a minimum number of four (4) members. Four (4) members shall constitute a quorum for transaction of business and no variance or appeal shall be granted without a concurring vote of four (4) members.

4. Rules of Proceeding.

The Zoning Board of Adjustment shall adopt its own rules of procedure.

5. Minutes.

The Zoning Board of Adjustment shall keep minutes of its proceedings, indicating the vote of each member on each question or the fact that a member is absent or fails to vote, and shall keep records of its examinations and other official actions. The minutes and records shall be filed in the office of the Administrator and shall be a public record.

D. **Powers and Duties.**

The Zoning Board of Adjustment shall have the following powers and duties:

1. **Variances.**

To hear and decide requests for variance from the setback, parking number or dimensions, parking island number or dimensions, sign (excluding sign regulations in the ETJ), maximum height, or lot size or dimension requirements of this UDO. Also, to hear and decide drainage variances (excluding landscaping provisions) in accordance with Chapter 105 "Floods," Article II "Flood Hazard Protection" of the City of College Station Code of Ordinances when strict application of the provisions of the ordinance would result in unnecessary hardship.

Specifically excluded from the variance process are requests for relief from a site plan requirement imposed by the Administrator when the requirement was necessary to gain compliance with the criteria for approval of a site plan in Section 3.6.E, Site Plan Review Criteria. Such requests will be heard and decided by the Design Review Board.

Also excluded are roadway and infrastructure construction criteria and other subdivision regulations contained with Article 8, Subdivision Design and Improvements. Such requests shall require waivers granted by the Planning and Zoning Commission.

2. **Administrative Appeals.**

To hear and decide appeals where it is alleged there is error in any order, requirement, decision, interpretation, or determination made by the Administrator or his designee in the enforcement of this UDO.

3. **Official Zoning Map.**

To interpret the intent of the Official Zoning Map where uncertainty exists because the physical features on the ground vary from those on the Official Zoning Map.

4. **Nonconformities.**

To hear and decide requests for the completion, enlargement, extension, or structural alteration of buildings and structures devoted to non-conforming uses in accordance with Section 9.2 'Nonconforming Uses' of this UDO.

5. **Special Exceptions.**

To hear and decide requests for special exceptions for the parking of vehicles on residential yards in accordance with Chapter 38 'Traffic and Vehicles,' Article II 'Stopping, Standing, and Parking,' Section 38-43 'Parking, standing, or storing of recreational vehicles, trailer, or trucks in residential areas' of the City of College Station Code of Ordinances.

6. **Distance Requirements**

To hear and consider deviations from the distance requirements for the keeping of domestic livestock, fowl, and rabbits in accordance with Chapter 6 'Animals,' Article V 'Livestock, Birds, Exotic Animals and Wild Animals' of the City of College Station Code of Ordinances.

7. **Easterwood Field Airport Zoning.**

To hear and decide requests for appeals, special exemptions, and variances ~~related to~~ in accordance with the Easterwood Field Airport Zoning Ordinance.

E. **Staff.**

The Administrator shall provide staff, as needed, to the Zoning Board of Adjustment.

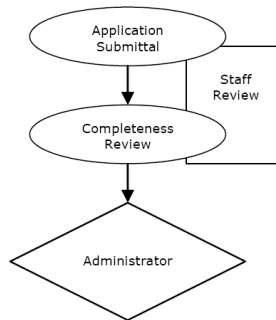
(Ord. No. 2013-3471 , Pt. 1(Exh. A), 1-10-2013)

(Supp. No. 5, Update 7)

Created: 2021-08-25 07:53:39 [EST]

Sec. 3.17. Written Interpretation.

A. Applicability.



The Administrator shall have authority to make all written interpretations concerning the provisions of this UDO.

B. Request for Interpretation.

A request for interpretation shall be submitted to the Administrator in a form established by the Administrator and made available to the public. ~~Such request shall only be made during development review or when a code enforcement requirement is in question.~~

C. Interpretation by Administrator.

1. The Administrator shall:
 - a. Review and evaluate the request in light of the text of this UDO, the Official Zoning Map, the Comprehensive Plan, the Subdivision Regulations, and any other relevant information;
 - b. Consult with other staff, as necessary; and
 - c. Render an opinion.
2. The interpretation shall be provided to the applicant in writing.

D. Official Record.

The Administrator shall maintain an official record of interpretations. The record of interpretations shall be available for public inspection during normal business hours.

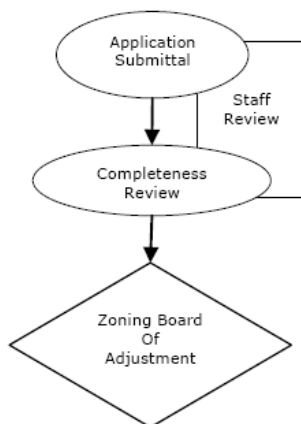
E. Appeal.

Appeals of written interpretations made by the Administrator shall be filed only by a party affected by the written interpretation with the Zoning Board of Adjustment or for appeals of written interpretations of the Subdivision Regulations, the Planning and Zoning Commission, within ~~thirty (30)~~ twenty (20) days of the decision in accordance with the procedures found in the Administrative Appeals Section in Article 3 of this UDO. If no appeal is filed within ~~thirty (30)~~ twenty (20) days, the written interpretation shall be final.

(Ord. No. 2012-3449 , Pt. 1(Exh. E), 9-27-2012)

Sec. 3.19. Variance.

A. Purpose.



The Zoning Board of Adjustment shall have jurisdiction to hear requests for a variance from the terms of this UDO. The Zoning Board of Adjustment shall be authorized to grant a variance from the terms hereof if, and only if, they find that the strict enforcement of this UDO would create a substantial hardship to the applicant by virtue of unique special conditions not generally found within the City, and that the granting of the variance would preserve the spirit and intent of the Ordinance⁷ and would serve the general interests of the public and the applicant. Variances may be granted only when in harmony with the general purpose and intent of this UDO so that public health, safety, and welfare may be secured and substantial justice done.

B. Applicability.

The Zoning Board of Adjustment shall have the authority to grant variances from the standards in this UDO except for waivers of the standards in Article 8, Subdivision Design and Improvements, which may be made by the Planning and Zoning Commission during the subdivision process², and requests for relief from a site plan requirement imposed by the Administrator when the requirement was necessary to gain compliance with the criteria for approval of a site plan in the Site Plan Review Section in Article 3 of this UDO, which may be made by the Design Review Board. Any variance request up to ten (10) percent may be treated as an Administrative Adjustment subject to the requirements of the Administrative Adjustment Section in Article 3 of this UDO.

C. Application.

A complete application for a variance shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

D. Action by the Zoning Board of Adjustment.

1. Public Hearing.

Following notice in accordance with the General Approval Procedures Section in Article 3 of this UDO, the Zoning Board of Adjustment shall hold a public hearing.

2. Variance Review.

Upon completion of the public hearing and after review of the variance application subject to the criteria listed in Section E below, the Zoning Board of Adjustment shall make a written finding and give its approval, approval with limitations, or disapproval of the variance.

E. **Criteria for Approval of Variance.**

1. **Required Findings.**

The Zoning Board of Adjustment may authorize a variance from the requirements of this UDO when an unnecessary hardship would result from the strict enforcement of this UDO. In granting a variance, the Zoning Board of Adjustment shall prescribe only limitations that it deems not prejudicial to the public interest. In making the required findings, the Zoning Board of Adjustment shall take into account the nature of the proposed use of the land involved, the existing use of land in the vicinity, the possibility that a nuisance will be created, and the probable effect of such variance upon traffic conditions and upon public health, convenience, and welfare of the vicinity. No variance shall be granted unless the Board makes affirmative findings in regard to all of the following criteria:

a. **Extraordinary Conditions.**

That there are extraordinary or special conditions affecting the land involved such that strict application of the provisions of this UDO will deprive the applicant of the reasonable use of his land. For example, the variance is justified because of topographic or other special conditions unique to the property and development involved, in contradistinction to the mere inconvenience or financial disadvantage.

b. **Other Property.**

That these conditions do not generally apply to other property in the vicinity.

~~cb.~~ **Enjoyment of a Substantial Property Right.**

That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.

e. ~~d.~~ **Hardships.**

That the hardship is not the result of the applicant's own actions.

The Board may consider the following as grounds to determine whether compliance with this ordinance as applied to a structure that is the subject of the ~~appeal~~variance would result in unnecessary hardship:

- 1) The financial cost of compliance is greater than fifty percent (50%) of the appraised value of the structure as shown on the most recently approved municipal tax roll;
- 2) Compliance would result in a loss to the lot on which the structure is located of at least 25 percent (25%) of the area on which development may physically occur;
- 3) Compliance would result in the structure not being in compliance with a requirement of a City ordinance, building code, or other requirement;
- 4) Compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- 5) The City considers the structure to be a nonconforming structure.

Substantial Detriment.

~~That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this UDO.~~

~~de.~~ **Subdivision.**

That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this UDO.

ef. Flood Hazard Protection.

That the granting of the variance will not have the effect of preventing flood hazard protection in accordance with Article 8, Subdivision Design and Improvements.

~~f. Other Property.~~

~~That these conditions do not generally apply to other property in the vicinity.~~

~~g. Hardships.~~

~~That the hardship is not the result of the applicant's own actions.~~

hg. Comprehensive Plan.

That the granting of the variance would not substantially conflict with the Comprehensive Plan and the purposes of this UDO.

ih. Utilization.

That because of these conditions, the application of the UDO to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.

i. Substantial Detriment.

That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this UDO.

2. Limitations.

The Zoning Board of Adjustment may not grant a variance where the effect would be any of the following:

- a. To allow the establishment of a use not otherwise permitted in the applicable zoning district;
- b. To increase the density of a use, above that permitted by the applicable district;
- c. To extend physically a nonconforming use of land; or
- d. To change the zoning district boundaries shown on the Official Zoning Map.

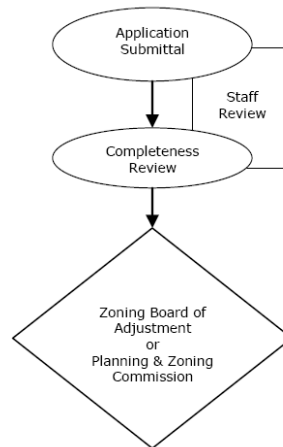
3. Profitability Not to Be Considered.

The fact that property may be utilized more profitably should a variance be granted may not be considered grounds for a variance.

(Ord. No. 2012-3449 , Pt. 1(Exh. E), 9-27-2012)

Sec. 3.20. Administrative Appeal.

A. Applicability.



1. Appeals to the Zoning Board of Adjustment may be taken by any person aggrieved by, or any officer or department affected by, specific points found in any of the following final decisions of the Administrator:
 - a. Written interpretations of the text of this UDO; or
 - b. Denial of Building Permit or site plan based on interpretation of Article 7, General Development Standards.
2. Appeals to the Planning and Zoning Commission may be taken by any person aggrieved by, or any officer or department affected by specific points found in the Administrator's written interpretations of the text of the Subdivision Regulations.

B. Effect of Appeal.

An appeal to the ZBA stays all legal proceedings in furtherance of the action appealed from, unless the Administrator from whom the appeal is taken certifies to the Zoning Board of Adjustment after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a Court of record on application, on notices to the officer from whom the appeal is taken, and on due cause shown.

C. Deadline for Submission of Application.

An appeal from any final decision of the Administrator or Director of Planning and Development Services shall be filed with the Administrator within ~~thirty (30)~~ twenty (20) days ~~of receipt of the decision~~ after the date the decision is made. If no appeal is filed within ~~thirty (30)~~ twenty (20) days, the decision shall be final.

D. Application.

A complete application for an administrative appeal shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

E. Record of Administrative Decision.

The Administrator shall forthwith transmit to the Zoning Board of Adjustment or the Planning and Zoning Commission, as appropriate, all the papers constituting the record of the action appealed.

F. Hearing.

The Zoning Board of Adjustment or Planning and Zoning Commission, as appropriate, shall ~~set a reasonable time for the appeal hearing and hear the appeal within sixty (60) days of the date of the appeal application or such extension as requested by the applicant or Administrator,~~ give public notice as set forth in the General Approval Procedures Section in Article 3 of this UDO, as well as due notice to the parties in interest, ~~and The Board or Commission shall decide the appeal at their next meeting for which notice can be provided following the hearing and not later than the sixtieth (60th) day after the date the appeal is filed.~~ ~~decide the same within a reasonable time.~~

G. Final Action by Zoning Board of Adjustment or Planning and Zoning Commission.

The Zoning Board of Adjustment or Planning and Zoning Commission, as appropriate, may only consider the specific interpretive language of the Administrator and may reverse or affirm wholly or partly, or may modify the interpretation appealed from. In any case, the Board or Commission shall only present findings regarding specific errors made in the Administrator's interpretation.

(Ord. No. 2012-3449 , Pt. 1(Exh. E), 9-27-2012)

June 9, 2022
Item No. 8.3.
Dockless Bike Share Program Ordinance Amendment

Sponsor: Venessa Garza

Reviewed By CBC: Bicycle, Pedestrian, & Greenways Advisory Board

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending in its entirety Chapter 8, "Businesses," Article XIII, "Dockless Bike Share Program".

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Improving Mobility
- Sustainable City

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

Summary: Council adopted an ordinance in 2018 to regulate and permit bike share operators in the City in response to Texas A&M University's introduction of a bike share program. The ordinance currently excludes scooters and other electric modes of transportation but since that time, electric modes have been introduced. Staff received direction in October 2021 to amend the ordinance.

Some of the proposed changes include:

- 1) Renaming the ordinance to Shared Micromobility;
- 2) Allowing electric micromobility devices (bicycles and scooters);
- 3) Including an abandonment fee if an operator leaves without taking their devices;
- 4) Further defining the geofence zones; and
- 5) Requiring 'lock-to' parking, rebalancing, parking hubs, cycle liability insurance, and a 15-mph speed limit.

This item was discussed by the Bicycle, Pedestrian and Greenways Advisory Board on April 18, 2022 and recommended approval with a proposed change to the geofence definitions to allow operators anywhere within the city limits and only restrict them on Texas A&M University owned property. Staff then presented proposed changes to City Council on April 28, 2022. Council directed staff to make the above change as well update language to allow parking at transit zones, including bus stops and shelters.

Attached is a revised ordinance with the requested changes.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance Amendment - Dockless Bike Share Program - with Changes
2. Ordinance Amendment - Micromobility 5-23-22

ARTICLE XIII. ~~DOCKLESS BIKE SHARE PROGRAM~~ SHARED MICROMOBILITY

Sec. 8-810. Applicability. This Article applies to all ~~Dockless Bike Share Systems~~shared micromobility systems, their operators and ~~to all Dockless Bike Share Operators unless expressly provided otherwise herein, any customer or person using those shared systems.~~

Sec. 8-811. Definitions. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means an operator ceases operation and does not remove their micromobility device inventory and associated equipment.

Customer means a person who rents or otherwise uses a ~~Bicycle~~micromobility device from a ~~Dockless Bike Share Operator~~shared system.

~~—Dockless Bike, Bicycle or Bike~~**Geo-fence platform** means an interactive web application or other tool that includes a map with real-time device that location data for the City to effectively regulate and make informed decisions about micromobility devices in the City's public spaces.

Geo-fence zone means a person may ride~~defined geographic service area that is propelled by human power, typically has two tandem wheels, and utilizes Global Positioning System (GPS) or similar location-based technology and registers when a shared micromobility device enters or leaves such designated area and in which the operator is allowed to conduct certain activities as set forth in this Article.~~

Lock-to parking means a built-in or attached locking system for securing a micromobility device to a bicycle rack or operator designated parking area.

Micromobility device means a bicycle, an electric bicycle, or a motor-assisted scooter as defined or may be amended in the Texas Transportation Code Chapters 541, 664, and 551 and designed for personal micromobility that is part of a ~~Dockless Bike Share System~~shared micromobility system equipped with GPS or comparable technology capable of providing real-time location data.

~~**Dockless Bike Share Operator or Operator**~~ means a corporation, firm, joint venture, limited liability company, partnership, person, or other organized entity ~~that operates a Dockless Bike Share System, whether for profit or not for profit~~operating or desiring to operate a shared micromobility system.

~~**Dockless Bike Share System** means a system which provides Bicycles for short-term rentals for point-to-point trips and which may be locked and unlocked without the requirement of a bicycle rack or other docking station within the City.~~

~~**Geo-Fence Platform** means an interactive geographic spatial layer or map controlled by the City to quickly and effectively detect and manage connected devices, like shared Bicycles, in the City's public spaces.~~

~~**Geo-Fence Zone** means an area used for commercial, single-family, or multi-family purposes in the City and which is designated in accordance with this Article defined by GPS or RFID that registers when a mobile device like a Bicycle enters or leaves such designated area and in which Operator is allowed to conduct certain activities as set forth in this Article.~~

~~**Home Zone** means one or more areas located within a Geo-Fence Zone which is approved by the City as a Home Zone for an Operator within which Operator may store, relocate or rebalance its fleet of Bikes for availability to its Customers or within which the City may relocate Bikes which fail to meet the standards under this Article.~~

Operator designated parking area means parking installed by the operator that accommodates lock-to parking and receives approval from the City before being installed.

Parking hub means an area within a geo-fence zone that an operator maintains a minimum amount of micromobility devices.

Public Rightright-of-Wayway means public land acquired by reservation, dedication, prescription, deed, or condemnation and intended for use by the public as a street, alley, or other public way.

Shared micromobility system or shared system means a publicly offered shared transportation service enabling a person to obtain short-term access to a micromobility devices on an as-needed basis. This does not include an owner of a micromobility device which is solely used for private transportation by its owner or pedicabs.

Sec. 8-812. Permit Required.

~~(a) Only Dockless Bike Share Systems are allowed pursuant to this Article, **Permit.** Operators and expressly exclude scooters, shared systems are required to obtain a permit before operating a shared system.~~

~~(b) **Permit Term.** Permits are issued for a 12-months, unless expressly provided otherwise in this Article.~~

~~(a)(c) **Applicable Laws.** Shared systems, operators and other electronic modes of transportation systems. Dockless Bicycle Share Systems may customers must operate in the City only in accordance with according to the terms and conditions of a City permit and must comply with all the provisions of, this Article and applicable law. Permits shall be issued for a twelve (12) month period unless expressly provided otherwise in this Article. any other applicable laws.~~

Sec. 8-813. Permit **Application.**

A person desiring to provide a Dockless Bike Share System application. An operator must **first** submit ~~ana permit~~ application ~~for a permit~~ or for permit renewal ~~of a permit, application~~ and ~~may shall~~ not operate ~~such Systema shared system~~ until the permit or permit renewal ~~thereof~~ is approved by the City. The permit or permit renewal application shall contain the following:

- (a) The name and form of business of the ~~Operator~~operator;
- (b) The name, phone number, and business street address ~~(and mailing address if different)~~ of the ~~Operator~~operator and ~~Operator's~~operator's agent for service of legal process, if different;
- (c) The name, phone number ~~(including, cell phone number),, and~~ street address of the local representative of the ~~Operator~~operator to the City available and authorized to act on behalf of the ~~Operator~~operator;
- (d) Size and location of fleet;
- (e) A photographic image or visual representation of each type of ~~Bicycle~~micromobility device to be deployed as part of ~~Operator's Dockless Bike Share System~~operator's shared system;
- (f) A description of an internet-enabled mobile device application to be used by ~~Customers~~customers to register membership to locate, use, pay for, lock, and unlock each ~~bicycle~~micromobility device;
- (g) The proposed ~~Geo-Fence Zones~~geo-fence zones, including any area in which ~~Operator an~~operator plans to expand its ~~Dockless Bike Share System~~shared system during the permit period;
- ~~(a) Proposed Home Zones in the City, if any;~~
- ~~(b) A plan for Operator to maintain each Bicycle in a safe and operable condition, and to recover and repair bicycles discovered or reported to be unsafe or inoperable before redeployment;~~
- ~~(c) A plan for Operator to rebalance and relocate Bicycles;~~
- ~~(d) A plan for educating Customers on the safe use of a Bicycle, knowledge of compliance of all applicable laws and proper Bicycle parking;~~
- ~~(h)~~ (i) An operations plan as required by this Article;
- ~~(h)(i)~~ (j) Proof of current coverage of insurance as required by this Article;
- ~~(i)(j)~~ (k) Payment of a permit fee in the amount applicable to the ~~Operator~~operator as specified in this Article;
- ~~(j)(k)~~ (l) The provision of any other information reasonably requested by the City in making its determination; and
- ~~(k)(l)~~ (m) An escrow account as required by this Article.

Sec. 8-814. Granting, **Renewing Permit** renewing permit and **Permit Terms** permit terms.

- (a) **Granting or** Renewing Permit ~~renewing permits~~. A ~~person may operate a Dockless Bike Share System~~shared system can only be operated with a ~~properly granted or renewed~~ City permit ~~as set forth in this Article, and only in accordance with applicable law.~~
- (b) **Terms of Permit** ~~terms~~. The City may identify ~~Geo-Fence Zones and Home Zones~~geo-fence zones within which an ~~Operator~~operator may conduct certain activities and such

other reasonable terms as are necessary ~~in order~~ to ensure the public health, safety, and welfare of the general public.

Sec. 8-815. Permit ~~Denial~~denial and ~~Revocation~~-revocation.

- (a) ~~Denial of Permit.~~ The A permit application ~~shall be~~, permit or permit renewal application is denied and no permit ~~shall be~~ issued or a permit may be revoked if the City finds that:
1. Any statement made in the application is incomplete, inaccurate, misleading, or false;
 2. The ~~Operator~~operator, its partners, officers, owners, and other principals have not paid to the City all fees due under this Article; ~~or~~ _____
 3. The ~~Operator~~operator has otherwise not complied with this Article or has had a history of noncompliance with the provisions of this Article-;
- (a) ~~Revocation of Permit.~~ The City may revoke a permit due to Operator's failure to comply with its permit, this Article, or any applicable federal, state, or local law or regulation. Permits may also be revoked for one or more of the following reasons:
4. Poor ~~Customer~~customer response or service;
 5. Posing an unreasonable risk to the health, safety and welfare of the general public;
 6. Having a history of violating one or more requirements of this Article; ~~or~~
 7. Nonpayment for monies owed City in accordance with this Article-; or to operator's failure to comply with its permit, this Article, or any applicable federal, state, or local law or regulation.
- (b) **Notice of ~~Denial~~permit denial or ~~Revocation~~-revocation.** The City shall provide the operator written notice within ten ~~(10)~~ days of ~~the permit~~ denial or revocation ~~of a permit to Operator, which. The~~ notice shall state the reason(s) for the decision and inform the ~~Operator~~operator of its right to appeal the decision in writing including by when and to whom it must be delivered.

Sec. 8-816. ~~Appellate Review~~-Appeal of permit denial or revocation.

- (a) **Written Appeal.** An ~~Operator~~operator may appeal the revocation, denial or permit terms ~~of a permit~~ to the City Manager or designee if ~~it~~the operator requests an appeal in writing and delivers it to the City Manager or designee not more than ten ~~(10)~~ business days after receiving notice of the action.
- (b) **Hearing.** The City Manager or designee shall act as the appeal hearing officer and shall conduct a hearing as soon as practicable or within five ~~(5)~~ business days of receipt of notice of appeal. The hearing officer shall give the appealing party an opportunity to present information and to make argument on its behalf. The hearing officer may affirm, modify or reverse all or part of the action being appealed. If ~~Operator~~operator is in non-compliance with this Article or other applicable law, the hearing officer may give the ~~Operator~~operator an opportunity to correct the ~~problem~~-violation.
- (c) **Final Decision.** The hearing officer's decision ~~of the hearing officer shall be~~ is rendered in writing to ~~Operator~~operator and as soon as practicable or within five ~~(5)~~ business days of ~~such~~the hearing. The hearing officer's decision ~~of the hearing officer~~ is final.

Sec. 8-817. ~~Dockless Bike Sharing Operating Requirements.~~

~~Each Dockless Bike Share Operator~~Shared system operating requirements. Shared system operators shall do the following:

- (a) ~~Customer~~ Communicationcommunication. Provide ~~a mechanism~~an application for ~~Customerscustomers~~ to notify the ~~Operator that there is operator of~~ a safety or maintenance issue ~~with the Bicycle, and to include,~~ including a telephone number, web address, and email address that must be properly established, maintained and available ~~twenty-four (24)~~ hours a day;
- (b) ~~Affix on Each Bike.~~Information affixed on each micromobility device. Affix on each ~~Bike~~micromobility device the following:
 1. ~~Contact~~Operator contact information ~~of the Operator,~~ including the web site address;
 2. ~~Contact~~Operator's customer service contact information ~~of Operator's Customer service~~ and how to report incorrectly parked ~~Dockless Bicycle~~micromobility devices, safety concerns, complaints, or questions;
 3. A clearly visible name, logo, trademark, or other operator identifying information ~~of the Operator;~~ and
 4. A unique identification ~~for each deployed Bicycle,~~ consisting of number or letters or both: for each deployed micromobility device.
- (c) ~~Customer~~ Notificationnotification. Notify ~~Customerscustomers~~ via a web site or mobile device application the following information:
 1. ~~Bicycle riders~~Customers are encouraged to wear helmets;
 2. ~~Bicycle riders~~Customers must follow all traffic laws;
 3. Customers must ~~park the Bicycles~~ properly and park in compliance with this Article and applicable laws; and
 4. That the City is not responsible for educating ~~users~~customers regarding ~~bicycle~~ laws: related to micromobility devices. Neither is the City responsible for educating ~~users~~customers on how to ride or operate a ~~bicycle~~micromobility device.
- (d) **Staffing.** Maintain sufficient ~~staff~~staffing levels who are able and competent to relocate or rebalance ~~Bicycles~~all micromobility devices on a regular basis and as needed, by the City. Staff must be able and competent in ~~addition to~~ handling local issues ~~as they arise,~~ including timely removals, installation or maintenance of equipment and other issues arising pursuant to this Article requiring local action on the part of ~~Operator;~~ the operator;
- (e) **Contact** Informationinformation to City. Provide to City contact information for ~~Operator's~~operator's staff responsible for the relocating or rebalancing ~~Bicycles~~micromobility devices, and the handling of all local issues as they arise, including removals, installation or maintenance of equipment, and other issues arising pursuant to this Article requiring local action on the part of ~~Operator;~~ the operator;
- (f) **Repairs.** Assume responsibility for ~~the cost~~costs and all obligations associated with properly maintaining its ~~Bikes~~micromobility devices in good, safe operating condition, including fixing, repairing, or correcting each ~~Bicycle~~micromobility device that is considered inoperable, unsafe, or otherwise in violation of the standards under this Article before re-deployment back into service;
- (g) **Repair and** Reimbursementreimbursement of City ~~Costs;~~ costs. Be responsible for repair and payment of actual costs of repair to public infrastructure damaged by the use of

~~Operator's Bicycles~~operator's micromobility devices, including reimbursement to the City if the City makes ~~such repair, repairs~~ and including payment of costs incurred by the City to remove ~~and/or store Bicycles~~micromobility devices that ~~have been~~are improperly parked or otherwise are required to be removed from the ~~Public Right~~public right-of-Wayway or other areas pursuant to this Article. Payment shall be due within ~~thirty (30)~~ days of written notice by City to ~~Operator~~the operator;

- (h) ~~Change of Information on Permit.~~Operator's **information change.** Keep at all times any permit ~~must be kept~~information current and accurate ~~at all times.~~. Changes in ~~the information of the~~any permit information, including ~~Geo-Fence Zones, Home Zones~~geo-fence zones, size of fleet, change of inventory of fleet, change of address, contact person, or any other information must be approved ~~through amending by the City by requesting an amendment to~~ the permit before instituting such change;

- (i) ~~Geo-Fence Zones.~~ Operators must identify the Geo-Fence Zones in which they desire to **fence zones.** Operate and conduct operations in business within a geo-fence zone approved by the City and defined as follows:

1. Texas A&M University (TAMU) geo-fence zone: An area identified in partnership with TAMU and their contracted operator of choice generally including areas surrounding the City. TAMU campus.
2. Other geo-fence zones: Areas outside TAMU owned property and within areas that are defined in partnership with the City and the operator. These areas typically include higher concentrations of commercial, multi-family and single-family land uses.
3. The City shall consider approval of these areas if Operator establishes to City's satisfaction that it has an adequate plan final and sole discretion on geo-fence zone locations.
4. The operator must provide a geo-fence platform for the Geo-Fence Zones including an overall implementation City use that must be kept operational at all times when operating within the City;

- ~~(i)~~**(i) Operations plan.** Develop and provide a plan ~~that ensures to ensure~~ the orderly conduct of its System as a whole, and that includes a bike parking ~~the~~ system such as a rack or designated area, whole and which addresses all traffic, safety, public nuisance, and aesthetic issues, including:

~~Dockless Bike Share Operators shall have the capability to create Geo-Fence Platform(s) operable on six (6) workstations simultaneously, compatible with the City of College Station GIS system and must keep same operational at all times when operating within the City.~~

1. Maintenance and inspection schedules of each micromobility device, recovery and repair of unsafe or inoperable devices before redeployment; and
2. Education of customers on the safe use of each micromobility device, knowledge of compliance of all applicable laws and proper parking;

- (a) ~~Escrow Accounts.~~ The Operator must provide Five Thousand Dollars (~~\$~~**account.** Provide \$5,000.00) in cash ~~that for~~ the City ~~will to~~ hold in escrow for the permit term of this Permit to cover the City's direct costs incurred by the City due to violations of the Permit. Should permit, this Article and any other applicable laws. If the escrow account be debited and drop to an amount drops below Five Hundred Dollars (~~\$~~\$500.00), the operator shall provide additional funds cash to the City to raise the amount back to ~~Five Thousand Dollars (\$~~\$5,000.00).

- ~~(j)~~(k) Home Zones. One or more Home Zones may be required or requested in the permit application. In such case, the City may approve one or more Home Zones if Operator establishes to City's satisfaction that it has an adequate plan for the Home Zones including an overall implementation plan that ensures the orderly conduct of its System as a whole, and that includes a bike parking system such as a rack or designated area, a rebalancing program, and which addresses all traffic, safety, public nuisance, and aesthetic issues;
- ~~(k)~~(l) Inoperable or Unsafe. Any **unsafe micromobility devices**. Remove inoperable Bicycle, or any Bicycle that is not safe to operate shall be removed **unsafe devices** from service within 24 hours after notice from a ~~Customer~~customer, the City, or any third party, ~~and~~. **Such devices** shall be repaired before the Bicycle is returned to service;
- ~~(l)~~(m) Use of Latest Technology. Operator shall use **latest technology**. Use and employ the latest technology reasonably available to it in carrying out its ~~Dockless Bike Share Operations in the City~~**shared system operations**, including enhancements to safety, accountability, and precision of location of Bikes as possible **micromobility devices**;
- ~~(m)~~(n) Operations Center. Operators shall maintain **Operations center**. Maintain a staffed operations center located within the City; and
- (o) **Rebalancing.** Proactively monitor and rebalance micromobility devices to ensure their availability throughout the geo-fence zone. At a minimum this includes rebalancing when micromobility devices have been in the same location for 5 or more consecutive days, when three fourths of available parking is occupied, or upon request of the City.

Sec. 8-818—Safety.

- (a) Standards. ~~All Bicycles deployed by an Operator shall~~ All micromobility devices must comply with safety standards established by the Consumer Product Safety Commission and all other federal, state, and city safety standards.
- ~~(a)~~(b) Bicycle standards. All bicycles must meet the ~~standards outlined in the~~ following:
1. Code of Federal Regulations, Title 16, Chapter II, Subchapter C, Part 1512 — Requirements for Bicycles, as may be amended;
 2. International Standards Organization 43.150 — Cycles, subsection 4210, as may be amended; and
 3. ~~Section 551.104 of the~~ Texas Transportation Code, **Section 551.104** as may be amended, regulating the safety equipment of bicycles.
- ~~(b)~~(c) Signage. All ~~Operators~~operators shall have visible language on **City approved** signs ~~approved by the City~~ in designated parking areas or other appropriate places ~~that notify~~notifying the ~~user~~customer that:
1. Helmet use is encouraged while riding; ~~the Bicycle~~;
 2. ~~User~~Customers shall yield to pedestrians on sidewalks; and
 3. ~~When riding~~Customers when operating on a ~~street~~, **Bicyclistsroad** must follow the rules of the road as one would in a motor vehicle.
- (d) **Micromobility device speed.** The speed of any micromobility device may not exceed 15 miles per hour. The operator must install a governor or some type of device to not allow the micromobility device's speed to exceed 15 miles per hour. Upon request of the City, operators may be required to employ speed reductions below 15 miles per hour in specified areas to ensure safety.

Sec. 8-819. Bicycle Parking.

~~(a) Proper Parking.~~ All Bicycles deployed by an Operator shall be parked:

- ~~1. In an upright position on top of a hard surface;~~
- ~~2. In a manner that does not detrimentally impact vehicular or pedestrian traffic; and~~

~~(a) -Parking hubs.~~ Parking hubs may be required or requested where demand exists to create a system that users can rely on and expect micromobility devices when needed.

~~(b) Lock-to parking.~~ Provide micromobility devices that have a built-in or attached locking system for customers to secure the device. Customers must park and lock all micromobility devices to:

- ~~1. A bicycle rack; or~~
- ~~2. An operator designated parking area; and~~
- ~~4.3. Only within a Geo-Fence Zone or Home Zone, the operator's geo-fence zone.~~

~~(b)(c) Improper Parking.~~ ~~Bicyclesparking.~~ Micromobility devices shall not be parked adjacent to or within:

- ~~1. Transit zones, including bus stops and shelters;~~
- ~~2.1. Loading zones;~~
- ~~3.2. ADA handicap parking zones;~~
- ~~4.3. Street furniture that requires pedestrian access;~~
- ~~5.4. Curb ramps;~~
- ~~6.5. Entryways and driveways;~~
- ~~7.6. Within the visibility triangle at intersections;~~
- ~~8.7. Rail roadRailroad tracks and crossings;~~
- ~~8. Streets, light poles, utility poles, traffic signs, traffic signals, benches, tables, trash receptables or any other publicly owned property, structure, or facility, unless parking at an approved rack for parking.~~
9. Passenger loading zones or valet parking service areas; and
10. A place where the City determines poses an unreasonable risk to the health, safety, and welfare of the general public.

~~(e)(d) Block Facesfaces.~~ City reserves the right to determine certain block faces where ~~Dockless Bicycle~~ parking is prohibited;

~~(d)(c) Remove or Relocate~~**relocate.** Relocate or remove from the ~~Public Right~~**public right-** of-Way**way** or anywhere within the City each ~~Bicycle~~**any micro-mobility device** that is ~~illegally parked, inoperable, unsafe, abandoned, or otherwise failing to meet the standards under in violation of this Article, within the following times, or any other applicable law:~~

1. Within two hours of when ~~Operator~~**operator** becomes aware of or receives notice between 6:00 a.m. to 6:00 p.m., seven days per week, ~~except a holiday observed by the closure of City offices;~~ and
2. Within ~~twelve (12)~~ hours of when ~~Operator~~**operator** becomes aware of or receives notice during all other times.

Sec. 8-820. Survey, ~~Records~~**records**, and ~~Data-Sharing.~~

~~Dockless Bike Share~~ data sharing. Operators are required to report monthly information to the City regarding their operations, fleet, and membership. The goal of these reports is to better understand how the entire **~~Dockless Bike Share System is being~~ shared system is** utilized and to better inform future policy changes. Operators will work with the City to provide the following information on their operations in the City:

- (a) Number of **~~Bicycles~~ micromobility devices** in their **~~Dockless Bike Share System;~~ shared system;**
- (b) Origin and destination data;
- (c) Usage (total trips, per timeframe, per location, per **~~Bicycle);~~ micromobility device);**
- (d) Total number of **~~Customers;~~ customers and miles traveled;**
- (e) Customer survey and general demographics (if available);
- (f) Reported repairs, collisions;
- (g) Removal or relocation data including response times and locations; and
- (h) Any other data determined by City as necessary to ensure compliance with this Article and with applicable law.

Sec. 8-821. Relocation, **~~Removal~~ removal** or **~~Impoundment.~~**

~~impoundment.~~ The City has the right to relocate, remove,– or impound any obstruction or encumbrance caused by **~~a Bicycle~~ micromobility devices** anytime **~~such Bicycle poses a threat~~ one may pose a risk** to the health, safety, and welfare of the **~~general~~** public or anytime a **~~Bicycle has been~~ micromobility device is illegally parked, abandoned, or is** otherwise located in violation of this Article. **~~In such case or any other applicable law. If the Operator~~ City relocates, removes, or impounds any micromobility devices the operator** may be assessed a fee **~~in accordance with this Article.~~**

~~Sec. 8-822.-~~ Indemnity. By making application for a permit, the **~~Operator~~ operator**, its assigns, successors, and representatives agree to and shall defend, indemnify, release, and hold the City, its agents, employees, officers, volunteers, and legal representatives harmless for all claims, causes of action, liabilities, fines, and expenses **~~(, including, without limitation, attorneys' attorneys' fees, court costs, and all other defense costs and interests)~~** for injury, death, damage, or loss to personal or real property sustained in connection with or incidental to the activity related to operating a **~~Dockless Bike Share System~~ shared system** in the City and as **~~may be~~** authorized by the permit.

~~Sec. 8-823.-~~ Insurance. The following types of insurance must be procured and maintained by Operator:

- (a) **Commercial general liability with minimum limits of liability per occurrence of \$1,000,000.00 with \$2,000,000.00 general aggregate.**
 - 1. Policy shall be written by a licensed carrier authorized to do business in Texas, rated A:VI or better under the current A. M. Best Key Rating Guide.
 - 2. Policy shall be endorsed to name the City of College Station as an **~~Additional Insured~~ additional insured**, with a waiver of subrogation rights and **~~"~~primary and non-contributory~~"~~** language with regard to any self-insurance or insurance the City may have or obtain.

3. Policy shall not exclude: personal and advertising liability, contractual liability (for the indemnity provided herein), products/completed operations; independent contracts.
- (b) **Business ~~Automobile Liability~~——automobile liability.**
1. Policy shall be written by a licensed carrier authorized to do business in Texas rated A:VI or better under the current A. M. Best Key Rating Guide.
 2. Policy shall name the City of College Station as an ~~Additional Insured~~additional insured, with a waiver of subrogation rights and "primary and non-contributory" language with regard to any self-insurance or insurance the City may have or obtain.
 3. Minimum combined single limit of liability of \$1,000,000.00 for bodily injury and property damage.
 4. Coverage shall include any autos, owned autos, leased or rented autos, non-owned autos and hired autos.
- (c) **~~Workers'~~Workers' Compensation Insurance.**
1. Statutory limits required.
 2. ~~Employer's Liability~~Employer's liability minimum limits of liability of \$1,000,000.00 for each accident/each disease/each employee.
 3. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04."
 4. Texas must appear in Item 3A of the ~~Workers'~~Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY."
- (d) **Cyber Liability. Minimum limits of \$5,000,000 for third party losses. Coverage must include the following:**
1. Enterprise Security Event Liability
 2. Payment Card Industry-Data Security Standards (PCI-DSS) Fines
 3. Privacy Regulation
 4. Media Liability
 5. Crisis Management Expense
 6. Fraud Response Expense
 7. Public Relations Expense
 8. Forensic and Legal Expense Includes PCI Re-Certification Services
 9. Extortion Loss
 10. Ransomware Loss
 11. Social Engineering Fraud Loss
 12. Telecommunications Theft Loss
 13. Extortion Threat Reward Reimbursement Expense
 14. Bricking Coverage
 15. Cryptojacking Coverage
 16. Invoice Manipulation
 17. Mitigation Expense
 18. Reputational Loss
 19. Cyber First Party Coverages Proof of Loss
 20. Business Interruption – Service Disruption
 21. Business Interruption – Service Failure

22. Business Interruption – System Disruption

23. Business Interruption – System Failure

24. Data Recovery Expense

25. Business Interruption Coverages Proof of Loss

~~(d)~~(e) Operator shall provide the City with evidence of required coverage on the most current State of Texas Department of Insurance-approved form. Carrier may be an eligible non-admitted insurer in the State of Texas.

~~(e)~~(f) ~~Policy~~Policies shall not be canceled, non-renewed, suspended or reduced in limits of liability until the City has received 30 ~~days'~~days' written notice of such change. Should policies lapse or expire, the permit shall automatically be suspended and ~~Operatoroperator~~ shall discontinue its ~~Dockless Bike Share System~~shared system within the City. Such permit suspension shall be in effect until ~~Operatoroperator~~ provides City with evidence of a replacement policy. If ~~Operatoroperator~~ fails to provide evidence of replacement policies acceptable to the City within five ~~(5)~~-business days following the policy lapse, the permit shall terminate automatically.

Sec. 8-824. Fees and ~~Costs~~costs.

(a) The following fees are established and may be assessed by the City in the amount set forth in Section 2-117:

1. Permit ~~Application Fee~~application fee.
2. Permit ~~Renewal Fee~~renewal fee.
3. Removal, ~~Impoundment and~~impoundment or ~~Relocation Fee~~relocation fee.
4. Abandonment fee.

Sec. 8-825. Violation-~~Penalties~~.

; penalties. It shall be unlawful for ~~a Dockless Bike Share Operator~~an operator or person to operate, maintain or conduct ~~within the City a Dockless Bike Share System~~a shared system without ~~first securing~~ a permit, and ~~or~~ without complying with all of the provisions of this Article or any other law.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, “BUSINESSES,” ARTICLE XIII, “DOCKLESS BIKE SHARE PROGRAM,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE ARTICLE IN ITS ENTIRETY; 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 8, “Businesses,” Article XIII, “Dockless Bike Share Program,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 8, “Businesses,” Article XIII, “Dockless Bike Share Program,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

ARTICLE XIII. SHARED MICROMOBILITY

Sec. 8-810. Applicability. This Article applies to all shared micromobility systems, their operators and any customer or person using those shared systems.

Sec. 8-811. Definitions. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means an operator ceases operation and does not remove their micromobility device inventory and associated equipment.

Customer means a person who rents or otherwise uses a micromobility device from a shared system.

Geo-fence platform means an interactive web application or other tool that includes a map with real-time device location data for the City to effectively regulate and make informed decisions about micromobility devices in the City's public spaces.

Geo-fence zone means a defined geographic service area that utilizes Global Positioning System (GPS) or similar location-based technology and registers when a shared micromobility device enters or leaves such designated area and in which the operator is allowed to conduct certain activities as set forth in this Article.

Lock-to parking means a built-in or attached locking system for securing a micromobility device to a bicycle rack or operator designated parking area.

Micromobility device means a bicycle, an electric bicycle, or a motor-assisted scooter as defined or may be amended in the Texas Transportation Code Chapters 541, 664, and 551 and designed for personal micromobility that is part of a shared micromobility system equipped with GPS or comparable technology capable of providing real-time location data.

Operator means a corporation, firm, joint venture, limited liability company, partnership, person, or other organized entity operating or desiring to operate a shared micromobility system.

Operator designated parking area means parking installed by the operator that accommodates lock-to parking and receives approval from the City before being installed.

Parking hub means an area within a geo-fence zone that an operator maintains a minimum amount of micromobility devices.

Public right-of-way means public land acquired by reservation, dedication, prescription, deed, or condemnation and intended for use by the public as a street, alley, or other public way.

Shared micromobility system or shared system means a publicly offered shared transportation service enabling a person to obtain short-term access to a micromobility devices on an as-needed basis. This does not include an owner of a micromobility device which is solely used for private transportation by its owner or pedicabs.

Sec. 8-812. Permit Required.

- (a) **Permit.** Operators and shared systems are required to obtain a permit before operating a shared system.
- (b) **Permit Term.** Permits are issued for 12-months, unless expressly provided otherwise in this Article.
- (c) **Applicable Laws.** Shared systems, operators and customers must operate according to the terms and conditions of a City permit, this Article and any other applicable laws.

Sec. 8-813. Permit application. An operator must submit a permit application or for permit renewal application and shall not operate a shared system until the permit or permit renewal is approved by the City. The permit or permit renewal application shall contain the following:

- (a) The name and form of business of the operator;
- (b) The name, phone number, and business street address and mailing address if different of the operator and operator's agent for service of legal process, if different;
- (c) The name, phone number, cell phone number, and street address of the local representative of the operator to the City available and authorized to act on behalf of the operator;
- (d) Size and location of fleet;
- (e) A photographic image or visual representation of each type of micromobility device to be deployed as part of operator's shared system;
- (f) A description of an internet-enabled mobile device application to be used by customers to register membership to locate, use, pay for, lock, and unlock each micromobility device;
- (g) The proposed geo-fence zones, including any area in which an operator plans to expand its shared system during the permit period;
- (h) An operations plan as required by this Article;
- (i) Proof of current coverage of insurance as required by this Article;
- (j) Payment of a permit fee in the amount applicable to the operator as specified in this Article;
- (k) The provision of any other information reasonably requested by the City in making its determination; and
- (l) An escrow account as required by this Article.

Sec. 8-814. Granting, renewing permit and permit terms.

- (a) **Granting or renewing permits.** A shared system can only be operated with a City permit.
- (b) **Permit terms.** The City may identify geo-fence zones within which an operator may conduct certain activities and such other reasonable terms as are necessary to ensure the public health, safety, and welfare of the general public.

Sec. 8-815. Permit denial and revocation.

- (a) **Denial and Revocation.** A permit application, permit or permit renewal application is denied and no permit is issued or a permit may be revoked if the City finds that:
 - 1. Any statement made in the application is incomplete, inaccurate, misleading, or false;
 - 2. The operator, its partners, officers, owners, and other principals have not paid to the City all fees due under this Article;
 - 3. The operator has otherwise not complied with this Article or has had a history of noncompliance with the provisions of this Article;
 - 4. Poor customer response or service;
 - 5. Posing an unreasonable risk to the health, safety and welfare of the general public;
 - 6. Having a history of violating one or more requirements of this Article;
 - 7. Nonpayment for monies owed City in accordance with this Article; or
 - 8. Operator's failure to comply with its permit, this Article, or any applicable federal, state, or local law or regulation.
- (b) **Notice of permit denial or revocation.** The City shall provide the operator written notice within ten days of permit denial or revocation. The notice shall state the reason(s) for the decision and inform the operator of its right to appeal the decision in writing, including by when and to whom it must be delivered.

Sec. 8-816. Appeal of permit denial or revocation.

- (a) **Written Appeal.** An operator may appeal the revocation, denial or permit terms to the City Manager or designee if the operator requests an appeal in writing and delivers it to the City Manager or designee not more than ten business days after receiving notice of the action.
- (b) **Hearing.** The City Manager or designee shall act as the appeal hearing officer and shall conduct a hearing as soon as practicable or within five business days of receipt of notice of appeal. The hearing officer shall give the appealing party an opportunity to present information and to make argument on its behalf. The hearing officer may affirm, modify or reverse all or part of the action being appealed. If operator is in non-compliance with this Article or other applicable law, the hearing officer may give the operator an opportunity to correct the violation.
- (c) **Final Decision.** The hearing officer's decision is rendered in writing to operator and as soon as practicable or within five business days of the hearing. The hearing officer's decision is final.

Sec. 8-817. Shared system operating requirements. Shared system operators shall do the following:

- (a) Customer communication.** Provide an application for customers to notify the operator of a safety or maintenance issue, including a telephone number, web address, and email address that must be properly established, maintained and available 24 hours a day.
- (b) Information affixed on each micromobility device.** Affix on each micromobility device the following:
 - 1. Operator contact information including the web site address;
 - 2. Operator's customer service contact information and how to report incorrectly parked micromobility devices, safety concerns, complaints, or questions;
 - 3. A clearly visible name, logo, trademark, or other operator identifying information; and
 - 4. A unique identification consisting of number or letters or both for each deployed micromobility device.
- (c) Customer notification.** Notify customers via a web site or mobile device application the following information:
 - 1. Customers are encouraged to wear helmets;
 - 2. Customers must follow all traffic laws;
 - 3. Customers must properly park in compliance with this Article and applicable laws; and
 - 4. That the City is not responsible for educating customers regarding laws related to micromobility devices. Neither is the City responsible for educating customers on how to ride or operate a micromobility device.
- (d) Staffing.** Maintain sufficient staffing levels who are able and competent to relocate or rebalance all micromobility devices on a regular basis and as needed by the City. Staff must be able and competent in handling local issues, including timely removals, installation or maintenance of equipment and other issues arising pursuant to this Article requiring local action on the part of the operator.
- (e) Contact information to City.** Provide to City contact information for operator's staff responsible for the relocating or rebalancing micromobility devices, and the handling of all local issues as they arise, including removals, installation or maintenance of equipment, and other issues arising pursuant to this Article requiring local action on the part of the operator.
- (f) Repairs.** Assume responsibility for costs and all obligations associated with properly maintaining its micromobility devices in good, safe operating condition, including fixing, repairing, or correcting each micromobility device that is considered inoperable, unsafe, or otherwise in violation of the standards under this Article before re-deployment back into service.
- (g) Repair and reimbursement of City costs.** Be responsible for repair and payment of actual costs of repair to public infrastructure damaged by the use of operator's micromobility devices, including reimbursement to the City if the City makes repairs and including payment of costs incurred by the City to remove or store micromobility devices that are improperly parked or otherwise are required to be removed from the public right-of-way or other areas pursuant to this Article. Payment shall be due within 30 days of written notice by City to the operator.

- (h) **Permit information change.** Keep at all times any permit information current and accurate. Changes in any permit information, including geo-fence zones, size of fleet, change of inventory of fleet, change of address, contact person, or any other information must be approved by the City by requesting an amendment to the permit before instituting such change.
- (i) **Geo-fence zones.** Operate and conduct business within a geo-fence zone approved by the City and defined as follows:

 - 1. Texas A&M University (TAMU) geo-fence zone: An area identified in partnership with TAMU and their contracted operator of choice generally including areas surrounding the TAMU campus.
 - 2. Other geo-fence zones: Areas outside TAMU owned property and within areas that are defined in partnership with the City and the operator. These areas typically include higher concentrations of commercial, multi-family and single-family land uses.
 - 3. The City has final and sole discretion on geo-fence zone locations.
 - 4. The operator must provide a geo-fence platform for City use that must be kept operational at all times when operating within the City.
- (j) **Operations plan.** Develop and provide a plan to ensure the orderly conduct of the system as a whole and which addresses all traffic, safety, public nuisance, and aesthetic issues including:

 - 1. Maintenance and inspection schedules of each micromobility device, recovery and repair of unsafe or inoperable devices before redeployment; and
 - 2. Education of customers on the safe use of each micromobility device, knowledge of compliance of all applicable laws and proper parking.
- (k) **Escrow account.** Provide \$5,000.00 in cash for the City to hold in escrow for the permit term to cover the City's direct costs due to violations of the permit, this Article and any other applicable laws. If the escrow account drops below \$500.00 the operator shall provide additional cash to the City to raise the amount back to \$5,000.00.
- (l) **Inoperable or unsafe micromobility devices.** Remove inoperable or unsafe devices from service within 24 hours after notice from a customer, the City, or any third party. Such devices shall be repaired before returned to service.
- (m) **Use of latest technology.** Use and employ the latest technology reasonably available to carrying out its shared system operations, including enhancements to safety, accountability, and precision of location of micromobility devices.
- (n) **Operations center.** Maintain a staffed operations center located within the City.
- (o) **Rebalancing.** Proactively monitor and rebalance micromobility devices to ensure their availability throughout the geo-fence zone. At a minimum this includes rebalancing when micromobility devices have been in the same location for 5 or more consecutive days, when three fourths of available parking is occupied, or upon request of the City.

Sec. 8-818. Safety.

- (a) All micromobility devices must comply with safety standards established by the Consumer Product Safety Commission and all other federal, state, and city safety standards.
- (b) **Bicycle standards.** All bicycles must meet the following:
 - 1. Code of Federal Regulations, Title 16, Chapter II, Subchapter C, Part 1512 - Requirements for Bicycles, as may be amended;
 - 2. International Standards Organization 43.150 - Cycles, subsection 4210, as may be amended; and
 - 3. Texas Transportation Code Section 551.104 as may be amended, regulating the safety equipment of bicycles.
- (c) **Signage.** All operators shall have visible language on City approved signs in designated parking areas or other appropriate places notifying the customer that:
 - 1. Helmet use is encouraged while riding;
 - 2. Customers shall yield to pedestrians on sidewalks; and
 - 3. Customers when operating on a road must follow the rules of the road as one would in a motor vehicle.
- (d) **Micromobility device speed.** The speed of any micromobility device may not exceed 15 miles per hour. The operator must install a governor or some type of device to not allow the micromobility device's speed to exceed 15 miles per hour. Upon request of the City, operators may be required to employ speed reductions below 15 miles per hour in specified areas to ensure safety.

Sec. 8-819. Parking.

- (a) **Parking hubs.** Parking hubs may be required or requested where demand exists to create a system that users can rely on and expect micromobility devices when needed.
- (b) **Lock-to parking.** Provide micromobility devices that have a built-in or attached locking system for customers to secure the device. Customers must park and lock all micromobility devices to:
 - 1. A bicycle rack; or
 - 2. An operator designated parking area; and
 - 3. Only within the operator's geo-fence zone.
- (c) **Improper parking.** Micromobility devices shall not be parked adjacent to or within:
 - 1. Loading zones;
 - 2. ADA handicap parking zones;
 - 3. Street furniture;
 - 4. Curb ramps;
 - 5. Entryways and driveways;
 - 6. Within the visibility triangle at intersections;
 - 7. Railroad tracks and crossings;
 - 8. Streets, light poles, utility poles, traffic signs, traffic signals, benches, tables, trash receptacles or any other publicly owned property, structure, or facility, unless parking at an approved rack for parking.
 - 9. Passenger loading zones or valet parking service areas; and
 - 10. A place where the City determines poses an unreasonable risk to the health, safety, and welfare of the general public.

- (d) **Block faces.** City reserves the right to determine certain block faces where parking is prohibited.
- (e) **Remove or relocate.** Relocate or remove from the public right-of-way or anywhere within the City each any micro-mobility device that is illegally parked, inoperable, unsafe, abandoned, or in violation of this Article or any other applicable law:
 - 1. Within two hours of when operator becomes aware of or receives notice between 6:00 a.m. to 6:00 p.m., seven days per week; and
 - 2. Within 12 hours of when operator becomes aware of or receives notice during all other times.

Sec. 8-820. Survey, records, and data sharing. Operators are required to report monthly information to the City regarding their operations, fleet, and membership. The goal of these reports is to better understand how the entire shared system is utilized and to better inform future policy changes. Operators will work with the City to provide the following information on their operations in the City:

- (a) Number of micromobility devices in their shared system;
- (b) Origin and destination data;
- (c) Usage (total trips, per timeframe, per location, per micromobility device);
- (d) Total number of customers and miles traveled;
- (e) Customer survey and general demographics (if available);
- (f) Reported repairs, collisions;
- (g) Removal or relocation data including response times and locations; and
- (h) Any other data determined by City as necessary to ensure compliance with this Article and with applicable law.

Sec. 8-821. Relocation, removal or impoundment. The City has the right to relocate, remove, or impound any obstruction or encumbrance caused by micromobility devices anytime one may pose a risk to the health, safety, and welfare of the public or anytime a micromobility device is illegally parked, abandoned, or is otherwise located in violation of this Article or any other applicable law. If the City relocates, removes, or impounds any micromobility devices the operator may be assessed a fee.

Sec. 8-822. Indemnity. By making application for a permit, the operator, its assigns, successors, and representatives agree to and shall defend, indemnify, release, and hold the City, its agents, employees, officers, volunteers, and legal representatives harmless for all claims, causes of action, liabilities, fines, and expenses, including, without limitation, attorneys' fees, court costs, and all other defense costs and interests for injury, death, damage, or loss to personal or real property sustained in connection with or incidental to the activity related to operating a shared system in the City and as authorized by the permit.

Sec. 8-823. Insurance. The following types of insurance must be procured and maintained by Operator:

(a) Commercial general liability with minimum limits of liability per occurrence of \$1,000,000.00 with \$2,000,000.00 general aggregate.

1. Policy shall be written by a licensed carrier authorized to do business in Texas, rated A:VI or better under the current A. M. Best Key Rating Guide.
2. Policy shall be endorsed to name the City of College Station as an additional insured, with a waiver of subrogation rights and "primary and non-contributory" language with regard to any self-insurance or insurance the City may have or obtain.
3. Policy shall not exclude: personal and advertising liability, contractual liability (for the indemnity provided herein), products/completed operations; independent contracts.

(b) Business automobile liability.

1. Policy shall be written by a licensed carrier authorized to do business in Texas rated A:VI or better under the current A. M. Best Key Rating Guide.
2. Policy shall name the City of College Station as an additional insured, with a waiver of subrogation rights and "primary and non-contributory" language with regard to any self-insurance or insurance the City may have or obtain.
3. Minimum combined single limit of liability of \$1,000,000.00 for bodily injury and property damage.
4. Coverage shall include any autos, owned autos, leased or rented autos, non-owned autos and hired autos.

(c) Workers' Compensation Insurance.

1. Statutory limits required.
2. Employer's liability minimum limits of liability of \$1,000,000.00 for each accident/each disease/each employee.
3. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04."
4. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY."

(d) Cyber Liability. Minimum limits of \$5,000,000 for third party losses. Coverage must include the following:

1. Enterprise Security Event Liability
2. Payment Card Industry-Data Security Standards (PCI-DSS) Fines
3. Privacy Regulation
4. Media Liability
5. Crisis Management Expense
6. Fraud Response Expense
7. Public Relations Expense
8. Forensic and Legal Expense Includes PCI Re-Certification Services
9. Extortion Loss
10. Ransomware Loss
11. Social Engineering Fraud Loss
12. Telecommunications Theft Loss

13. Extortion Threat Reward Reimbursement Expense
 14. Bricking Coverage
 15. Cryptojacking Coverage
 16. Invoice Manipulation
 17. Mitigation Expense
 18. Reputational Loss
 19. Cyber First Party Coverages Proof of Loss
 20. Business Interruption – Service Disruption
 21. Business Interruption – Service Failure
 22. Business Interruption – System Disruption
 23. Business Interruption – System Failure
 24. Data Recovery Expense
 25. Business Interruption Coverages Proof of Loss
- (e) Operator shall provide the City with evidence of required coverage on the most current State of Texas Department of Insurance-approved form. Carrier may be an eligible non-admitted insurer in the State of Texas.
- (f) Policies shall not be canceled, non-renewed, suspended or reduced in limits of liability until the City has received 30 days' written notice of such change. Should policies lapse or expire, the permit shall automatically be suspended and operator shall discontinue its shared system within the City. Such permit suspension shall be in effect until operator provides City with evidence of a replacement policy. If operator fails to provide evidence of replacement policies acceptable to the City within five business days following the policy lapse, the permit shall terminate automatically.

Sec. 8-824. Fees and costs.

- (a) The following fees are established and may be assessed by the City in the amount set forth in Section 2-117:
1. Permit application fee.
 2. Permit renewal fee.
 3. Removal, impoundment or relocation fee.
 4. Abandonment fee.

Sec. 8-825. Violation; penalties. It shall be unlawful for an operator or person to operate, maintain or conduct a shared system without a permit, and without complying with all of the provisions of this Article or any other law.

June 9, 2022

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None