



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

October 27, 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 6:00 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. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas
- d. Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division
- e. Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas

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. Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.
- b. Property generally located on Boyett Street near the intersections of Church Street and University Drive.

- c. Property generally located at the intersection of State Highway 6 and Venture Drive in the College Station Business Center.
- d. Property generally located at the intersection of Midtown Drive and Corporate Parkway in the Midtown Business Park.

Personnel {Gov't Code Section 551.074};

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

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

3. 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. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation proclaiming the year 2022 as the 25th anniversary of Santa's Wonderland.

Sponsors: Natalie Ruiz

Attachments: 1. Santa's Wonderland

- 5.2. Presentation proclaiming November 2022 as Lung Cancer Awareness Month.

Sponsors: Tanya Smith

Attachments: 1. Lung Cancer Awareness Month

- 5.3. Presentation proclaiming October 2022 as Chiropractic Health Month.

Sponsors: Tanya Smith

Attachments: 1. Chiropractic Health Month

6. Hear Visitors.

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

7. Workshop Items.

- 7.1. Presentation, discussion, and possible action regarding Visit College Station's 2022 "Christmas in College Station" Campaign.
Sponsors: Aubrey Nettles
Attachments: None
- 7.2. Presentation, discussion, and possible action regarding the possible electric power supply and service issues for the College Station Utility Electric Department for the winter of 2022/23.
Sponsors: Timothy Crabb
Attachments: None
- 7.3. Presentation, discussion, and possible action regarding an update on the City's water supply and wastewater treatment capacity.
Sponsors: Stephen Maldonado
Attachments: None
- 7.4. Presentation, discussion, and possible action on the naming of city facilities.
Sponsors: Bryan Woods
Attachments: None

8. 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.

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

- October 13, 2022 Council Meeting

Sponsors: Tanya Smith
Attachments: 1. CCM101322 DRAFT Minutes

- 8.2. Presentation, discussion, and possible action regarding a revision to the Community Development Minor Repair Program guidelines to increase the grant amount available to \$10,000.

Sponsors: Debbie Eller
Attachments: 1. Proposed Minor Repair Program Guidelines

- 8.3. Presentation, discussion, and possible action on a bid award for the annual purchase of sodium hypochlorite from DXI Industries, Inc. Based on the current unit pricing, the estimated annual expenditure for sodium hypochlorite is \$300,700.

Sponsors: Gary Mechler
Attachments: 1. Bid Tabulation (ITB 22-086)

- 8.4. Presentation, discussion, and possible action regarding the purchase of SCADA system video security isolation hardware and support services from Avinext in the amount of \$78,213.07.

Sponsors: Gary Mechler
Attachments: 1. Quote from Avinext

- 8.5. Presentation, discussion, and possible action on awarding an annual price agreement to Techline, Inc for the purchase of Air Switches which will be maintained in electrical inventory and expended as needed. The total recommended award is for an amount not to exceed \$299,850.
Sponsors: Mary Ellen Leonard
Attachments: 1. 22-079 Award
- 8.6. Presentation, discussion, and possible action regarding a construction contract with Marek Brothers Construction, Inc., in the amount of \$709,931 for improvements to Steeplechase and Central Park.
Sponsors: Steve Wright
Attachments: 1. Bid Tab 22-074
- 8.7. Presentation, discussion, and possible action regarding approval of ITB 22-084 for the City's purchase for the Electric Warehouse Inventory items Single-Phase Transformers with an expenditure of \$1,618,048; awarded to Alamo Transformer, Anixter Inc., and KBS Electrical Distributors.
Sponsors: Mary Ellen Leonard
Attachments: 1. 22-084 Single Phase Transformers Award
- 8.8. Presentation, discussion, and possible action regarding approval of ITB 22-083 for the City's Purchase of the Electric Warehouse Inventory item Three-Phase Transformers with an estimated expenditure in the amount of \$427,229; awarded to Anixter Inc., and Priester Mell & Nicholson.
Sponsors: Mary Ellen Leonard
Attachments: 1. 22-083 3 Phase Transformer Award
- 8.9. Presentation, discussion, and possible action approving a resolution authorizing expenditure to the Aggieland Humane Society, Inc. in the amount of \$276,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Aggieland Humane Society Resolution - FY23
- 8.10. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY23 in the amount of \$5,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Amber Alert Network Brazos Valley FY23 FA
- 8.11. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY23 in the amount of \$35,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Arts Council - General Fund FY23 FA
- 8.12. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY23 in the amount of \$509,000 from the Hotel Occupancy Tax Fund.
Sponsors: Mary Ellen Leonard
Attachments: 1. Arts Council - HOT Fund FY23 FA
2. Arts Council FY23 Budget
- 8.13. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Brazos Valley Economic Development Corporation for FY23 in the amount of \$350,000.
Sponsors: Mary Ellen Leonard

Attachments: 1. Brazos Valley Econ Dev Corp FY23 FA

- 8.14. Presentation, discussion, and possible action on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY23 in the amount of \$46,730.

Sponsors: Mary Ellen Leonard

Attachments: 1. Keep Brazos Beautiful FY23 FA

- 8.15. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY23 in the amount of \$30,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. Veterans Memorial FY23 FA
2. Veterans Memorial FY23 Budget

- 8.16. Presentation, discussion, and possible action regarding a resolution appointing Gary Mechler as a member of the Brazos Valley Groundwater Conservation District Board of Directors, subject to approval by the Brazos County Commissioners Court.

Sponsors: Tanya Smith

Attachments: 1. BVGCD Appointment 2022-2026-Resolution

- 8.17. Presentation, discussion and possible action regarding a change order not to exceed \$97,760 to the construction contract with CB&I Group, Inc. for the Rock Prairie Elevated Storage Tank Project.

Sponsors: Jennifer Cain

Attachments: 1. Rock Prairie EST- Location Map

9. Regular Agenda.

- 9.1. Presentation, discussion, and possible action regarding a real estate contract selling approximately 5 acres in the College Station Business Center, Lot 1B, Block 3, Phase One generally located near the intersection of State Highway 6 and Venture Drive.

Sponsors: Brian Piscacek

Attachments: 1. Real estate contract is on file with the City Secretary

- 9.2. Public Hearing, presentation, discussion, and possible action on approving an ordinance vacating and abandoning a 1554 square foot portion of a 30-foot Public Drainage & Utility Easement, said portion is fully surrounded by the Redmond Condos property in the Redmond Terrace subdivision Block 4, Lots 14 & 15, according to the plat recorded in Volume 188, Page 295, of the Deed Records of Brazos County, Texas.

Sponsors: Parker Mathews

Attachments: 1. Ordinance
2. Vicinity Map
3. Location Map
4. Application

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 1, "General Provisions," Section 1.10 "Transitional Provisions," Article 3, "Development Review Procedures," Section 3.4 "Plat Review," Section 3.12 "Building Permit," Article 4, "Zoning Districts," Section 4.1 "Establishment of Districts," Article 5, "District Purpose Statements and Supplemental Standards," Section 5.1 "Residential Zoning Districts," Section 5.2 "Residential Dimensional Standards," Article 6, "Use

Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Article 8, "Subdivision Design and Improvements," Section 8.3 "General Requirements and Minimum Standards of Design for Subdivisions within the City Limits," Section 8.8 "Requirements for Park Land Dedication," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, by amending certain sections related to the creation of a Middle Housing zoning district.

Sponsors: Matthew Ellis

Attachments:

1. Ordinance
2. Section 1.10. Transitional Provisions Changes
3. Section 3.4. Plat Review Changes
4. Section 3.12. Building Permit Changes
5. Section 4.1. Establishment of Districts Changes
6. Section 5.1. and Section 5.2. Changes
7. Section 6.3. Types of Use Changes
8. Section 6.4. Specific Use Standards Changes
9. Article 7. General Development Standards Changes
10. Section 8.3. General Requirements of Subdivision Design Changes
11. Section 8.8. Requirements for Park Land Dedication Changes
12. Section 11.2 Defined Terms Changes

- 9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 3, "Development Review Procedures," Section 3.3 "Zoning Map Amendment (Rezoning)," and Article 5, "District Purpose Statements and Supplemental Standards," Section 5.11 "Single-Family Overlay Districts," of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to the Restricted Occupancy Overlay.

Sponsors: Alyssa Halle-Schramm

Attachments:

1. Ordinance
2. Sec. 3.3 Zoning Map Amendment (Rezoning) Changes
3. Sec. 5.11 Single Family Overlay Districts Changes

- 9.5. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 8 "Subdivision Design and Improvements," Section 8.3.K "Sidewalks," of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to sidewalk zones and sidewalk requirements.

Sponsors: Jason Schubert

Attachments:

1. Ordinance
2. Ordinance Changes
3. Sidewalk Zone Funds Table

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by

an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

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

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

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

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

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on October 21, 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.”

October 27, 2022

Item No. 5.1.

Proclamation for the 25th anniversary of Santa's Wonderland

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming the year 2022 as the 25th anniversary of Santa's Wonderland.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: Santa's Wonderland is a Texas Christmas Experience and is the biggest Christmas attraction in the state of Texas!

This proclamation celebrates the 25th year of a happy place that exists to preserve & perpetuate the true meaning and "Spirit" of Christmas!

Budget & Financial Summary: None.

Attachments:

1. Santa's Wonderland



Proclamation

Santa's Wonderland 25th Anniversary

Whereas: College Station is home to Santa's Wonderland, a local family and Aggie-owned business that has grown from its original 12 acres in 1998 to over 130 acres today, representing the largest Christmas Park in the United States;

Whereas: Santa's Wonderland is a preeminent attraction and tourism destination in College Station, driving visitor stays, employment opportunities, economic activity, charitable giving, and Texas sized fun annually;

Whereas: guests enjoy a Texas Christmas Experience at Santa's Wonderland, which includes over four million LED Christmas lights, hayrides and carriage rides through the spectacular Trail of Lights, tubing down Frostbite's Snow Mountain, ice skating at Illuminations Ice Arena, train rides, bull rides, petting zoo, nightly entertainment, premier food and beverage options, and visits with Texas Santa Claus himself;

Whereas: over 80 percent of guests travel to Santa's Wonderland and College Station from faraway places that represent every state in the nation having received a proper Howdy and Merry Texas Christmas;

Whereas: for this 25th anniversary season, Santa's Wonderland expects to welcome almost half a million people to the park, while hiring over 1,500 team members, and delivering unforgettable family memories of Santa's Wonderland and College Station;

Now, Therefore, I, Karl Mooney, Mayor of the City of College Station, do hereby proclaim the year 2022, as the

25th Anniversary of Santa's Wonderland

In Testimony Whereof, have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas, this 27th day of October, 2022.


Karl Mooney
Mayor

Attest:


Tanya Smith
City Secretary

October 27, 2022

Item No. 5.2.

Proclamation for November 2022 as Lung Cancer Awareness Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming November 2022 as Lung Cancer Awareness Month.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: Lung Cancer Awareness Month is observed annually in November and highlights the need for more research to be conducted while cultivating a better understanding of the disease. Tragically, lung cancer is the second most common cancer and is also known as the leading cause of cancer deaths in men and women worldwide. Each year, 218,500 people are affected by lung cancer in the United States. Out of these, about 142,000 succumb to the disease. This is because lung cancer is difficult to identify and many individuals don't experience any symptoms until the cancer has reached an advanced stage. It's for this reason that yearly lung cancer screenings are recommended to those who have a history of smoking, or have quit within the past 15 years. This Lung Cancer Awareness Month, vow to educate everyone around you regarding the disease.

Budget & Financial Summary: None.

Attachments:

1. Lung Cancer Awareness Month



Proclamation

WHEREAS, lung cancer is the leading cause of cancer death among men and women in the United States and Texas, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and

WHEREAS, according to the Centers for Disease Control, there were 361 new lung cancer cases and 203 deaths because of lung cancer between 2015 and 2019 in Brazos County; and

WHEREAS, the 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage; and

WHEREAS, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial (3) and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial; and

WHEREAS, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and

WHEREAS, lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men; and

WHEREAS, African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities; and

WHEREAS, lung cancer in individuals who never smoked is the 7th leading cause of cancer-related death and accounts for 17,000-26,000 deaths in the US every year (7), 60-70% of individuals diagnosed with lung cancer who never smoked are women (9,10), and the proportion of lung cancers diagnosed in people who never smoked is increasing in the US; (10,11). Whereas radon is the leading cause of lung cancer among individuals who never smoked and the second leading cause of lung cancer overall; and

WHEREAS, organizations working in College Station such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in College Station.

NOW, THEREFORE I, Karl Mooney, as Mayor of the City of College Station, Texas, and on behalf of the entire College Station City Council, do hereby proclaim November 2022 as

Lung Cancer Awareness Month

and recognize the need for research in lung cancer affecting women and lung cancer health disparities and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of College Station, Texas to be affixed this 27th day of October 2022.


Karl Mooney
Mayor

Attest:


Tanya Smith
City Secretary

October 27, 2022

Item No. 5.3.

Chiropractic Health Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming October 2022 as Chiropractic Health Month.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: Texas Chiropractic Health Month is a statewide observance held each October. The event helps to raise public awareness of the importance of musculoskeletal health and the benefits of chiropractic care and its natural, whole-person, patient-centered and drug-free approach to health and wellness.

Budget & Financial Summary: None.

Attachments:

1. Chiropractic Health Month



Proclamation

WHEREAS: The opioid crisis continues to take a toll on the health and lives of millions of Americans, and has worsened in some communities during the COVID-19 pandemic; and

WHEREAS: According to the Centers for Disease Control and Prevention (CDC), as many as one in four patients who receive prescription opioids long term for non-cancer pain struggles with addiction and, from 1999-2000, more than 260,000 people died in the U.S. from overdoses involving prescription opioids; and

WHEREAS: The interest in and need for greater access to safe and effective non-drug, noninvasive approaches to pain management has increased; and

WHEREAS: The American College of Physicians (ACP) released updated low-back pain treatment guidelines in 2017 that promote the use of noninvasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery; and

WHEREAS: The CDC in its draft 2022 prescribing guidelines also promotes diverse approaches and varied pain management solutions and specifically encourages use of non-drug therapies as a first line of treatment for subacute and chronic pain and even some types of acute pain; and

WHEREAS: Doctor of Chiropractic, who focus on the whole person with their non-drug, noninvasive treatments for pain management – most notably spinal manipulation – can play an important role in helping patients lessen their reliance on pain medications; and

WHEREAS: There is a growing body of research supporting the early use of chiropractic spinal manipulation in helping patients with chronic low-back pain to reduce or eliminate their need later for prescription opioid pain medications and surgery; and

WHEREAS: With the theme “Chiropractic: On the Frontline for Pain,” Chiropractic Health Month 2022 serves as a reminder to citizens of the City of College Station, Texas, that non-drug treatments for low-back such as spinal manipulation provided by Doctor of Chiropractic can help to lessen or eliminate the need for riskier, potentially addictive treatments and should be utilized where appropriate before starting prescription opioid pain medications.

NOW, THEREFORE, I, Karl Mooney, as Mayor of the City of College Station, Texas, and on behalf of the entire College Station City Council, officially joins with the Texas Chiropractic Association (TCA) and the American Chiropractic Association (ACA) in proclaiming the month of October 2022 as

Chiropractic Health Month

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas, this 27th Day of October 2022.


Karl P. Mooney
Mayor

Attest:


Tanya Smith
City Secretary

October 27, 2022
Item No. 7.1.
2022 Christmas in College Station Campaign

Sponsor: Aubrey Nettles, Marketing Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Visit College Station's 2022 "Christmas in College Station" Campaign.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council receive the presentation and provide feedback as desired.

Summary: Staff will provide a preview of the "Christmas in College Station" campaign for the 2022 holiday season. The presentation will include primary goals, partnerships, City-initiated and private sector events, ways in which College Station businesses can get involved, and associated marketing efforts.

Budget & Financial Summary: N/A

Attachments:

None

October 27, 2022
Item No. 7.2.
Update on Electric Power Supply

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding the possible electric power supply and service issues for the College Station Utility Electric Department for the winter of 2022/23.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends Council receive this presentation.

Summary: The 2021 Winter Storm URI has raised concerns of the ability of the ERCOT transmission grid to handle another extreme winter storm. Also, because of this winter storm, utilities have been tasked with new requirements to ensure their distribution systems are hardened to these types of events. Staff will present details of how the CSU electric system handled the 2021 storm event and what has been done to prepare at the ERCOT level.

Budget & Financial Summary: N/A

Attachments:

None

October 27, 2022

Item No. 7.3.

Update on Water Supply and Wastewater Treatment Capacity

Sponsor: Stephen Maldonado, Assistant Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update on the City's water supply and wastewater treatment capacity.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends Council receive an update on the City's water supply and wastewater treatment capacity.

Summary: In 2022, the City's water system provided the highest maximum day water demand to water system customers. Water services staff will provide an overview regarding the City's projected water demands and the current plans for future water supply. Staff will also provide an update on the City's projected wastewater system demands and plans to provide treatment capacity that complies with all regulatory requirements.

Budget & Financial Summary: N/A

Attachments:

None

October 27, 2022
Item No. 7.4.
Naming of city facilities

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the naming of city facilities.

Relationship to Strategic Goals:

Good Governance

Recommendation(s):

Summary: At the Council's request, the City Council will discuss updates to the City's policy for the naming of city facilities.

Budget & Financial Summary:

Attachments:

None

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
OCTOBER 13, 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:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, 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 3:00 p.m. on October 13, 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, and §551.074-Personnel, the College Station City Council convened into Executive Session at 3:01 p.m. on October 13, 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
 - Shana Elliott and Lawrence Kalke v. The City of College Station, et al.
 - Robert Danny Clack, II v. The City of College Station, et al.
 - Kristin Marriott v. The City of College Station.

- B. Consultation with attorney to receive legal advice; to wit:
- Legal Advice related to short term rentals.
 - Legal advice regarding the enforcement of the family definition included in the Unified Development Ordinance.
- C. Deliberation on the purchase, exchange, lease, or value of real property; to wit:
- Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.
- D. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- City Secretary
 - Municipal Court Judge
 - City Auditor
 - City Manager
 - Council Self-Evaluation

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

Executive Session recessed at 6:15 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1 Presentation proclaiming October of 2022 as National Disability Employment Awareness Month.

Mayor Mooney presented a proclamation to Barbara Clemmons and Vonda Morrison and proclaimed October 2022, as “National Disability Employment Awareness Month.”

5.2 Presentation proclaiming October 2022 as Arteriovenous Malformation Awareness Month.

Mayor Mooney presented a proclamation to Rilynn Lewis and proclaimed October 2022, as “Arteriovenous Malformation Awareness Month.” Mayor Mooney also recognized that Rilynn Lewis received a proclamation from Governor Abbott on behalf of the State of Texas.

5.3 Presentation proclaiming October 16th as Weinerspiel Day.

Mayor Mooney presented a proclamation to Judy LeUnes and organization supporters and proclaimed October 16, 2022, as “Weinerspiel Day.”

5.4 Presentation proclaiming November 7th-11th as Municipal Court Week.

Mayor Mooney presented a proclamation marking November 7th through 11th as “Municipal Court Week” to Judge Ed Spillane and Municipal Court Staff: Candice Hart, Matt Ford, Shasi Smith, Jongelyn Williams, Kieana Jones, Mercedes Vasquez, Lucy Coronilla, Easlanika Quinn, Alysia Ybarra, Daniel Rodriguez and Steven Sunderman.

5.5 Presentation proclaiming October 2022 as Community Planning Month.

Mayor Mooney presented a proclamation marking October 2022 as “Community Planning Month” to Planning and Development Services director Michael Ostrowski and staff.

6. Hear Visitors Comments

Eric Schulte, College Station, came before Council to state that he has a collection of pop culture memorabilia in Art, Science, Motion Pictures, Television, Amusement Machines, Automobiles and Diners which he would loan to the city to display with any proceeds going to charity.

John Nicks, Plantersville, spoke remotely on how he spoke at the last meeting requesting council to revisit splitting council meetings over two days or having weekly meetings, and to consider placing page numbers for item attachments on the actual agenda.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action on an Economic Development program update.

Brian Piscacek, Economic Development Manager, presented an overview regarding the Economic Development Master Plan and specific initiatives and programs including industry recruitment, business retention and expansion, retail recruitment, and redevelopment efforts. Staff provided an update on key economic indicators. Economic Development Master Plan - Adopted in May 2020 - Outlines community’s economic development path for 2020-2025.

Strategic Areas: Regional partnerships, Retail development, Redevelopment opportunities, corporate expansion and relocation, Destination entertainment and hospitality.

Geographic Priorities: Midtown Business Park, College Station Business Center, Providence Park, and the Biocorridor.

Economic Indicators

EMPLOYMENT GROWTH	EMPLOYMENT DIVERSIFICATION	UNEMPLOYMENT RATE	SALES TAX COLLECTIONS
+1,195 July 2022 vs July 2021 <u>Sector Change 2012-2022</u> Professional/Technical: +72% Accommodation/Food Svc: +72% Health Care: +53% Construction: +40%	<u>2022</u> 50.8% Private 49.2% Public <u>2012</u> 45.8% Private 54.2% Public <u>2002</u> 44.1% Private 55.9% Public	<u>August 2022</u> 3.3% <u>August 2021</u> 3.9% <u>August 2020</u> 5.0%	+11.83% October - August (FY22 vs FY21) For Fiscal YTD (October - August), Sales tax is up 11.83% compared to the same period in FY21 and is 24.10% higher than pre-pandemic levels of FY19.

7.2. Presentation, discussion, and possible action regarding an update on the regulation of short-term rental housing, enforcement, and collection of hotel occupancy tax.

Debbie Eller, Community Services Director, stated that on June 25, 2020, the City Council adopted an ordinance regulating short term rental housing to require a registration and permitting process. This ordinance became effective October 1, 2020 with a grandfathering period available until November 29, 2020. This update provided the number of currently permitted STR's, number of renewals, process for identification of short-term rentals operating, and enforcement action taken.

Short Term Rental Types

- Short Term Rental I: Bed & Breakfast facility located in a residential zoning district.
- Short Term Rental II: Owner-occupied dwelling within a residential zoning district of General Suburban (GS), Restricted Suburban (RS), or Wellborn Restricted Suburban (WRS).
- Short Term Rental III: Short Term Rental within a residential zoning district other than GS, RS, or WRS.

Short Term Rental Permit Statistics FY2022		
Active Permits	Renewed Permits	Awaiting Life Safety Inspection
209	28	14
Summons Request Submitted	Accepted	Not Accepted
41	39	2
Conviction/No Contest/Paid Fine	Pled Not Guilty/Pending Action	Dismissed by Prosecutor
16	21	2
Deferred	Fines Assessed	Duplicate Properties
5	\$10,130	7

7.3. Presentation, discussion, and possible action on an update regarding the enforcement of the family definition included in the Unified Development Ordinance for Fiscal Year 2022.

Debbie Eller, Community Services Director, provide an update on the enforcement of the Family Definition. The definition of a family in the Unified Development Ordinances states: "A family is any number of persons occupying a single dwelling unit, provided that no such family shall contain more than four (4) persons, unless all members are related by blood, adoption, guardianship, or marriage, are an authorized caretaker, or are part of a group home for disabled persons. Mrs. Eller explained that when counting the number of unrelated persons in a single dwelling unit, a maximum of one group of persons related by blood, adoption, guardianship, marriage, an authorized caretaker, or members of a group home for disabled persons shall be permitted, provided that all other persons shall each count as one unrelated person. Guardianship shall include foster children, exchange students, or those in the process of securing legal custody of a person under age 18, and any asserted common law marriage must be subject to an affidavit of record under the family code, or a judicial determination. The term "family" shall not be construed to mean a club, a lodge, or a fraternity/sorority house." The Code Enforcement statistics for Fiscal Year 2022 included investigations, legal action initiated, results, and fine totals.

7.4. Presentation, discussion, and possible action regarding an update on Unlimited Potential and the plans for the facility located at 1115 Anderson.

Debbie Eller, Community Services Director, provided an update provide an update regarding direction from Council to work with Unlimited Potential (UP) to demolish the existing structure. Unlimited Potential gave an updated regarding the facility located at 1115 Anderson, funding plans, and operational plans.

Jackie Flagg with Unlimited Potential and Associates presented a brief video on the program which offers services for individuals that age out of foster care and are homeless.

- Case Management/Referrals for services:
 - ✓ Job training, Education, SNAP/TANF/WIC Benefit Applications, Medicaid Assistance
- Housing Assistance
- Mentorship
- Life Skills Workshops
- Peer Support
- In-Office Resources
 - ✓ Laundry, Kitchen, Shower, Essentials Closet, Emergency Food Pantry
- Open access computer lab
- Counseling Services
- Limited Transportation

MOTION: A motion was made by Councilmember Crompton and a seconded by Councilmember Maloney, to direct staff to find \$2,000,000 in funding for Unlimited Potential's new facility at 1115 Anderson St., contingent upon the organization providing a business plan.

The previous motion was withdrawn by Councilmember Crompton and the second with withdrawn by Councilmember Maloney.

Majority of the Council gave staff direction to reserve \$2,000,000 in potential funding for Unlimited Potential's new facility at 1115 Anderson St., and provide staff with a design set at the \$6,000,000 level and detailed business plan showing viability for the project.

Mayor Mooney recessed the City Council meeting at 9:54 p.m.

The City Council meeting was reconvened by Mayor Mooney at 10:05 p.m.

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.

Items 8.4, 8.12 and 8.13 were pulled from Consent for clarification.

Items 8.13 was pulled from Consent for separate vote.

At approximately 10:08 p.m., Mayor Mooney opened for Citizen Comments.

John Nicks, Plantersville, came before Council to speak against several items. On item 8.4 he believes that the conference rooms could be upgrade for meetings a lesser cost with a standard PC and webcams. For item 8.7 he believes that we have the expertise in house to setup and run the sever. He is opposed to item 8.13 on the grounds that normal life has resumed and daily reporting on COVID has ended, so it is time to end the disaster declaration.

There being no further comments, Citizen Comments was closed at 10:12 p.m.

(8.4) Sam Rivera, IT Director, stated that staff currently utilizes Microsoft Teams for virtual meetings with the internal and outside entities. Although the Teams rooms system primary focus is to use the Microsoft Teams virtual meeting software it can be used to attend Zoom, Webex and most other internet meeting architecture. The purchase includes video cameras, sound bars, microphones, and a desktop control pad for each conference room listed along with an outside display that shows the schedule for the conference room. The purchase also includes reprogramming our current conference room system for seamless integration.

(8.12) Jason Schubert, Traffic Engineer, stated that in recognition of the strong partnership between the City of College Station and FUJIFILM Diosynth Biotechnologies and to memorialize the significant impact the company has made to the local economy, City Economic Development staff requested consideration of renaming Biomedical Way to Fujifilm Way.

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

- **September 22, 2022 Council Meeting**

8.2. Presentation, discussion, and possible action regarding the award of an annual price agreement for Vehicle Painting and Body Repair Services to Corn's Collision Center, Inc. for an amount not to exceed \$150,000 annually and to George's Paint and Body, LLC for an amount not to exceed \$150,000 annually, for a total possible contract amount of \$900,000.

8.3. Presentation, discussion, and possible action regarding approval of a contract between the City of College Station and Altitude Energy, LLC, for the construction of the Switch Station Substation Upgrades in the amount of \$2,004,933.85.

8.4. Presentation, discussion, and possible action on a Microsoft Teams Upgrade contract with The Personal Computer Store, Inc. dba Avinext not to exceed \$292,998.44.

8.5. Presentation, discussion, and possible action on a three-year software license and subscription agreement with ESRI, Inc. not to exceed \$271,830.

8.6. Presentation, discussion, and possible action on Construction Change Order No. 2 with CSA Construction, Inc. in the amount of \$70,444.14 for construction services for the Carters Creek Wastewater Treatment Plant Centrifuge Improvements Project.

8.7. Presentation, discussion, and possible action regarding a contract with FreeIT Data Solutions for data storage system hardware, support, and installation services not to exceed \$419,667.96.

8.8. Presentation, discussion, and possible action regarding the approval of contract 22300785 with AESI, Inc. for an amount not to exceed \$343,957 for three years for NERC compliance consulting.

8.9. Presentation, discussion, and possible action on Resolution No 10-13-22-8.9 amending Resolution 08-25-22-8.4 that adopted the fiscal year 2023 fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance”, Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

8.10. Presentation, discussion, and possible action regarding Resolution No. 10-13-22-8.10 accepting the Federal FY-2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$1,942,269 and authorizing and designating the City Manager or his designee to execute the SAFER Grant acceptance and any other documents related to the SAFER Grant.

8.11. Presentation, discussion, and possible action on Resolution No. 10-13-22-8.11 nominating FUJIFILM Diosynth Biotechnologies, LLC for designation by the Governor's Office of Economic Development and Tourism as a Texas Enterprise Project.

8.12. Presentation, discussion, and possible action on Ordinance No. 2022-4392 renaming Biomedical Way to Fujifilm Way.

8.13. Presentation, discussion, and possible action regarding Ordinance No. 2022-4393 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

8.14. Presentation, discussion, and possible action regarding Resolution No. 10-13-22-8.14 authorizing the City Manager to sign a letter of acceptance for the distribution of State of Texas Community Development Block Grant Mitigation funding from the Texas General Land Office and distributed by the Brazos Valley Council of Governments.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items along with the correct resolution for consent item 8.9 set out on the dais and with the exception of Consent Item 8.13. The motion carried unanimously.

(8.13) MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Nichols, the City Council voted six (6) for and one (1) opposed, with Councilmember Cunha voting against, to approve the Consent Item 8.13, Ordinance No. 2022-4393, consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency. The motion carried.

9. REGULAR ITEMS

9.1. Presentation, discussion, and possible action regarding a construction contract with Vaughn Construction, LLC in the amount of \$16,631,810.48 for Phase 1 of the Texas Independence Ballpark project, plus the City's contingency in the amount of \$450,000 for a total appropriation of \$17,081,810.48. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Jennifer Cain, Capital Projects Director, stated that the Texas Independence Ballpark Phase 1 encompasses the construction of four new baseball fields, parking, lighting, batting cages, concession and restroom space, seating, landscaping, and other supporting infrastructure (water, sanitary sewer, storm drainage, fiber, electrical) for the project. Included in the contract amount is the bid alternate item for concrete paving of the parking areas in lieu of the base bid item for asphalt pavement. A budget in the amount of \$18,500,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$1,406,875 has been expended or committed for design, leaving a balance of \$17,093,125 for construction. Mrs. Cain explained that the future contract(s) for City-purchased and provided materials, such as field lighting, bases, and other equipment, will require a Budget Amendment to cover those costs as the total amount of the costs is not currently known. The contract(s) for City-purchased materials will also require additional debt to be issued, or other funding sources identified. These contracts, Budget Amendment, and funding will come back to Council for approval. The Phase 1 project was procured using the Competitive Sealed Proposals (CSP) delivery method, and three proposals were reviewed. The proposal by Vaughn Construction, LLC was found to provide the best value to the City of College Station.

At approximately 10:30 p.m., Mayor Mooney opened for Citizen Comments.

Brian Alg, College Station, stated that he is not in support of Phase 1 of the Texas Independence Ballpark project.

There being no further comments, Citizen Comments was closed at 10:31 p.m.

MOTION: Upon a motion made by Councilmember Nichols, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve a construction contract with Vaughn Construction, LLC in the amount of \$16,631,810.48 for Phase 1 of the Texas Independence Ballpark project, plus the City's contingency in the amount of \$450,000 for a total appropriation of \$17,081,810.48. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount. The motion unanimously carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4394 the Comprehensive Plan - Future Land Use & Character Map from Neighborhood Center to Mixed Residential for approximately 0.356 acres, generally located at 217 Richards Street.

Robin Macias, Planning and Zoning, stated that the applicant is requesting an amendment to the Comprehensive Plan Future Land Use & Character Map from Neighborhood Center to Mixed Residential for approximately 0.356 acres, located at 217 Richards Street. This Comprehensive Plan Amendment is in conjunction with a GS General Suburban rezoning request for this lot and it is the applicant's intent to replat the property into three residential lots. The proposed amendment to Mixed Residential, defined as areas appropriate for a mix of moderate density residential development and are appropriate for residential infill and redevelopment, is appropriate for this property as it extends the residential lots along Richards Street.

The Planning and Zoning Commission heard the item at their September 15, 2022 meeting and voted unanimously to recommend approval. Staff recommends approval of the Comprehensive Plan Amendment.

At approximately 10:35 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 10:35 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. 2022-4394, amending the Comprehensive Plan - Future Land Use & Character Map from Neighborhood Center to Mixed Residential for approximately 0.356 acres, generally located at 217 Richards Street. The motion unanimously carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4395 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 GC General Commercial to GS General Suburban for approximately 0.356 acres located at Holleman Place Lot 1R-2, generally located at 217 Richards Street.

This item was pulled at the request of the applicant and was not presented.

9.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4396 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 R Rural to GC General Commercial for approximately 2.238 acres including Harvey Hillside Block 1 Lot 1, generally located at the intersection of Harvey Rd and State Highway 30.

Robin Macias, Planning and Development Services, stated that this request is to rezone approximately 2.238 acres of land generally located at 9900 State Highway 30 from R Rural to GC General Commercial. The applicant is requesting the zoning district change to install a freestanding sign for the existing church located on the property. Mrs. Macias explained that while churches are allowed uses in all zoning districts, freestanding signs are not allowed on properties zoned for R Rural. The subject property is surrounded by commercial property to the west across Harvey Road and adjacent to the south. There is an existing church to the northwest of the subject property and an undeveloped lot to the north, both of which are located within the City of Bryan’s Extraterritorial Jurisdiction. To the east there is an adjacent storage building, and across Nunn Jones Road has fireworks stand, plumbing service, and a residential home located in the City’s Extraterritorial Jurisdiction. The proposed zoning district is appropriate in the context of the area as it would allow for a commercial development on the hard corner of two major thoroughfares, and at an entry point into the city.

The Planning and Zoning Commission heard this item at their September 15, 2022 meeting and voted unanimously to recommend approval. Staff also recommends approval.

At approximately 10:43 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 10:43 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. 2022-4396, 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 R Rural to GC General Commercial for approximately 2.238 acres including Harvey Hillside Block 1 Lot 1, generally located at the intersection of Harvey Rd and State Highway 30. The motion unanimously carried unanimously.

9.5. Presentation, discussion, and possible action regarding Ordinance No. 2022-4397 amending Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.6 "Landscaping and Tree Protection," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the creation of a new use called Shared Housing.

Michael Ostrowski, Planning and Development Services Director, stated that on September 22, 2022, City Council tabled this item to allow staff the opportunity to meet with the building/development community to discuss potential concerns. Staff held a building and development breakfast on September 29, 2022, where they presented the tabled item, answered questions, and received feedback on potential modifications to the ordinance and potential next steps. Some attendees expressed concerns with some of the criteria being used to help define Shared Housing. In addition, if a Shared Housing use is established, several attendees expressed a desire to identify locations for these uses to locate legally, which included a discussion regarding the City initiating these rezonings, especially where many of these uses already exist or are likely to exist in the future. After hearing the comments regarding the definition, staff propose the following modifications to address some of the concerns heard, as well as to provide additional clarity:

Below is a listing of changes/additions being proposed as part of this ordinance amendment:

- Section 6.3 – Add Shared Housing to the use table and make it a permitted use within the MF – Multi-Family and Northgate districts. The intent would also be to make them a permitted use within the MH – Middle Housing district once it is created.
- Section 6.3 – Remove the Northgate High-Density Dwelling Unit as the Shared Housing use would replace it.
- Section 7.2 – Require that structures with Shared Housing uses be subject to the Low-Density Residential Height Protection requirements. They will be exempt as part of the Middle Housing zoning district creation, other than on the periphery of the Mixed Residential land use (where it meets a lower classification/use).
- Section 7.3 – Set the parking standards for Shared Housing uses to one per room that are at least 70 s.f. in area, excluding a kitchen, a living room, and a laundry room. The Administrator may also exclude additional rooms, but not below the number of bedrooms.
- Section 7.7 – Require Shared Housing uses to buffer to lower classification uses or zoning districts. They will be exempt as part of the Middle Housing zoning district creation, other than on the periphery of the Mixed Residential land use (where it meets a lower classification/use).
- Section 11.2 – Remove the Northgate High Density Dwelling Unit definition, as it is being replaced by the Shared Housing use.
- Section 11.2 – Add a definition for Shared Housing.

The Planning and Zoning Commission heard this item at their September 1, 2022 meeting and unanimously recommended approval. Staff also recommends approval.

At approximately 11:00 p.m., Mayor Mooney opened for Citizen Comments.

Chad Hovde, College Station, came before Council speaking for the Bryan/College Station Regional

Association of realtors. He thanked staff for holding public meetings, hearing thoughts from the community, and attempting to address them. In addition, he still has concerns with nonconforming uses which could be addressed by passing Middle Housing after appointing a committee to make a recommendation.

Veronica Morgan, College Station, concurred with Mr. Hovde in support of committee for Middle Housing.

There being no further comments, Citizen Comments was closed at 11:09 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. 2022-4397, amending Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.6 "Landscaping and Tree Protection," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the creation of a new use called Shared Housing. The motion unanimously 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 Harvell helped organized a class reunion of the 60's decade with alumnae from Consolidated College School and reported the TML Conference.

Mayor Mooney reported a YMCA meeting held at City Hall this week.

Councilmember Nichols reported on Regional Mobility Authority.

Councilmember Brick reported on the Special Olympics here in College Station.

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 at this time.

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.

No future items at this time.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 11:24 p.m. on Thursday, October 13, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

October 27, 2022
Item No. 8.2.
Community Development Minor Repair Guideline Revision

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a revision to the Community Development Minor Repair Program guidelines to increase the grant amount available to \$10,000.

Relationship to Strategic Goals:

Neighborhood Integrity, Core Services and infrastructure

Recommendation(s): Staff recommends approval of the proposed revisions to the Community Development Minor Repair Guidelines

Summary: The current Minor Repair Program provides a grant of up to \$7,500 in Community Development Block Grant funds for repairs to owner-occupied homes. The repairs are emergency and/or necessary to address specific health and safety concerns of the homeowners. The grant is intended to preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-to-moderate income households. The applicants receiving assistance will also be provided with information on proactively managing the maintenance of their home following repairs. Due to the increase in cost of construction materials and labor expenses, staff recommends revising the guidelines to increase the amount of the grant to \$10,000 per house, to achieve the objectives of the program.

Additionally, there is a current applicant asset cap of \$20,000. This revision will increase the cap to \$40,000. Good financial planning encourages households to maintain an emergency savings account that would provide funds for up to six months in case of a significant life change. This adjustment would not penalize an individual or family for maintaining an emergency fund.

Finally, there are administrative corrections. Basic program requirements will not change, including income-eligibility, project eligibility, types of repairs included, or forms of assistance and allowable expenses. Each applicant will be required to sign a Minor Home Repair Agreement.

Budget & Financial Summary: Community Development Block Grant funds for the Minor Repair Program are included in the FY2023 Community Development Budget.

Attachments:

1. Proposed Minor Repair Program Guidelines

CITY OF COLLEGE STATION
MINOR HOME REPAIR PROGRAM
PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 570 (Community Development Block Grant Program) and/or 24 CFR Part 92 (Home Investment Partnership Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Minor Home Repair Program (MHRP) funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG). Additionally, the City may utilize other appropriate local, state, or federal resources that may become available.

The MHRP is designed to provide the financial assistance necessary to accomplish minor repair of eligible, qualified, owner-occupied dwellings. The City's Community Development staff will assist homeowners in planning, implementing, and managing the process to repair substandard features of their dwellings. In addition, the City seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity. Depending upon applicant eligibility and costs of the ~~particular project~~project, assistance may be available to applicants under the provisions of 24 CFR § 570.202, Eligible Rehabilitation and Preservation Activities. Eligible project activities will comply with program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this program are:

- To provide emergency and/or necessary repairs to address specific health and safety concerns of homeowners.
- To preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-income households.
- To provide applicants information on proactively managing the maintenance of their homes following repair.

Technical and financial assistance is available to low-income, owner-occupant homeowners requiring minor repair to alleviate health/safety issues or address other necessary repairs as determined by program staff and/or other qualified City staff. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

The MHRP financial assistance shall be managed as follows:

Program staff will assist qualified and approved applicants to make essential repairs to their homes by requiring the applicant to enter into a minor repair assistance agreement with the City. The agreement will allow the use of program funds for the cost of repairs and associated program delivery costs of the project. The agreement must be approved and executed prior to the commencement of any rehabilitation activities.

Because this program is designed to address conditions of immediate need, assistance is provided in the form of a grant of up to ~~\$7,500~~10,000.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this program will rest with the City Manager's Office or its designee. The Community Development office will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council-approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of assistance to be made available to the project, up to ~~\$7,500~~10,000, in accordance with the implementing procedures. This determination will be based upon the evaluations of the cost to be incurred by providing the housing assistance and upon the demonstrated needs of eligible applicants.

The Director will also be responsible for approval of applicant eligibility for this program and final approval of selection of applicants to be assisted. This will be based upon relative need of applicants for the specific housing assistance sought.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the program will be as follows:

The Community Development office (CD office) will create and maintain applications for all housing assistance programs. All applicants shall submit a completed application to the CD office and await an evaluation of eligibility by the appropriate staff member(s). For this ~~particular Program~~Program, applicants are required to hold majority title interest to an improved property within the corporate limits of College Station, which is their permanent place of residence, prior to submitting an application.

Program staff will evaluate all applications for eligibility and prioritize the processing of applications based upon completeness and accuracy of information/documentation and demonstrated housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.

Applicants will be notified by phone if they are eligible for participation in the program. If the applicants are not eligible, they will be notified in writing with an explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, deed restrictions, title concerns, and/or environmental concerns.

Program staff will meet with the applicant(s) to explain the basic goals and objectives of the program and further assess the needs of the applicant's household that will occupy the dwelling once completed. After the household needs are fully assessed, staff will review the project site to determine any additional repair needs of the home ~~in order to~~ fully realize a decent, safe and sanitary unit.

Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the repair process of their homes.

Repair work shall be done in accordance with the City's prepared scope of work and in accordance with City purchasing policies.

Program staff will obtain all required close-out documents at project completion.

D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. **Income:** An applicant must have a gross income of 80 percent or less than the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).
2. **Assets:** Applicants will not be eligible for this program if, upon application, they have assets exceeding \$~~2040~~,000 on hand. ~~Retirement funds in~~ IRS-recognized ~~savings~~~~retirement~~ accounts are excluded.
3. **Principal Residence and Homestead:** Applicants will be required to certify that they intend to occupy the repaired dwelling as their principal residence upon project completion.
4. **Employment History:** Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of two (2) months.
5. **Citizenship:** In order to receive program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the

Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.

E. ELIGIBLE PROPERTY CRITERIA

Property eligible for Program assistance is subject to the requirements of 24 CFR § 570.202 and as follows:

1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.
2. Property Type: Eligible properties must be improved, single-family residential lots, which are:
 - a. The principal residence of the applicant, and
 - b. Needing minor repairs but structurally sound, and
 - c. Have all utility service connections available to the property.
3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the program.
4. All eligible properties, following rehabilitation, shall not exceed 95% of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the College Station/Bryan area.
5. Manufactured Housing: Manufactured housing units are not eligible for program assistance unless:
 - a. The property on which the manufactured home sits is owned by the applicant; and
 - b. The property is properly zoned; and
 - c. The applicant has resided in the home and on that site for not less than two years prior to the application date.
6. Property Taxes: all property taxes must be current. With approval from the Community Services Department Director, properties with tax deferral for tax payers 65 years of age or older under the Texas Tax Code, Section 33.06 will be acceptable.

F. FEASIBILITY OF MINOR REPAIR

Minor home repair projects eligible for this program include:

1. Addressing health/safety issues
 - a. Replacement of an air conditioning/heating systems
 - b. Replacement of a water heater system
 - c. Water/sewer/gas line breaks
 - d. Electrical system failures
 - e. Ordinance Compliance
 - f. Other minor repairs necessary to ensure safe living conditions
2. Exterior home repairs/structural integrity issues
 - a. Minor weatherization
 - b. Roofing repair or replacement
 - c. Minor gutter installation
 - d. Walkway repair or replacement
 - e. Siding or exterior trim repair
 - e.f. Other minor repairs necessary to ensure exterior home repairs and structural integrity

G. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients for assistance of this program will be taken from the applications of eligible homeowners residing in structures in need of minor repair determined to be structurally sound by program staff.
2. The number of recipients to receive assistance will be subject to general availability of funds.
3. Community Development staff will evaluate all applications all applications of eligible homeowners whose structures are determined to be feasible to rehabilitate. Based upon this evaluation, a recommendation will be made to the Director as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health or safety will be extended priority under the program.
4. Criteria to be used to make this evaluation will include the following items listed in priority order:
 - a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluations factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.

- b. Health and handicapping disabilities of occupants which necessitates the home to undergo handicapped accessible construction because of the owner's existing situation.
- c. Time and date that all application requirements are met.
- d. Time and date of application.

H. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

Minor home repair assistance shall be in the form of a grant, through federal CDBG funds. The allowable budget authority for minor repair assistance shall not exceed ~~Seven-Ten~~ Thousand ~~Five-Hundred~~ and No/100 Dollars (\$~~10,000~~~~7,500~~) per applicant for eligible project costs. Homeowners are limited to one (1) minor repair project every ~~twenty~~ ~~four~~~~twenty-four~~ (24) months. At his/her sole discretion, the Community Services Department Director may allow subsequent minor repair projects to occur sooner to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

I. MINOR REPAIR AGREEMENT

Each applicant assisted through this program will sign a Minor Home Repair Agreement with the City which defines the overall terms and conditions of the City providing the MHRP assistance. Other construction documents will be required to be executed by the applicant during the repair assistance process.

J. FINAL INSPECTION

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements.

October 27, 2022
Item No. 8.3.
Annual Purchase Agreement for Sodium Hypochlorite

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a bid award for the annual purchase of sodium hypochlorite from DXI Industries, Inc. Based on the current unit pricing, the estimated annual expenditure for sodium hypochlorite is \$300,700.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase sodium hypochlorite from DXI Industries, Inc.

Summary: On September 30, 2022, one (1) sealed bid was received and opened for Invitation to Bid #22-086, for the annual purchase of sodium hypochlorite. City staff evaluated the bids and verified that DXI Industries, Inc. meets all required specifications.

Upon Council approval, a blanket order will be issued to DXI Industries, Inc. The materials will be expensed on an as needed basis. The price agreement will be for a one (1) year period with the option to renew for two additional one-year terms.

Budget & Financial Summary: Water Operating funds are budgeted and available for the anticipated amount of usage.

Attachments:

1. Bid Tabulation (ITB 22-086)



City of College Station - Purchasing Division
Bid Tabulation for #22-086
"Sodium Hypochlorite"
Open Date: Friday, September 30, 2022 @ 2:00 P.M.

				DXI Industries, Inc. Houston, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	155,000	Gal.	12.5% Soidum HypoChlorite	\$1.94	\$300,700.00
TOTAL BID				\$300,700.00	
Certification of Bid				✓	
Prompt Payment Discount					
Delivery Requirements				3 Days	

NOTES:

October 27, 2022

Item No. 8.4.

SCADA System Security Improvement Purchase

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the purchase of SCADA system video security isolation hardware and support services from Avinext in the amount of \$78,213.07.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this purchase request with Avinext in the amount of \$78,213.07.

Summary: This request would fund the purchase of significant hardware components of the Water Services Department's Supervisory Control and Data Acquisition (SCADA) system and will allow full video security isolation from other City systems. Specifically, this purchase is for sixteen (16) new network switches with associated technical support services. The scope and detail of this purchase package has been coordinated with the City's Information and Technology (I.T.) Department, as well as the CSU-Electric Utility SCADA group, and is part of a larger overall security improvement project with prior project purchases approved by City Council on 8/25/22. All associated departments have a consensus that the purchases are warranted and are compliant with the best management practices of the industry.

Pricing for this purchase is based on the Texas Department of Information Resources pre-competed pricing contract #DIR-TSO-4160.

Budget & Financial Summary: Budget in the amount of \$595,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A total of \$513,724 has been expended or committed to date, leaving a balance of \$81,276 for this item and future expenses.

Attachments:

1. Quote from Avinext



AV SAVVY. NETWORK SMART.

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

Quotation

Quote #	Date
200245	09/06/22
Sales Rep	
Robert Abt 979-846-9727 Ext. 205 abt@Avinext.com	

For	Phones			
Mike Kellogg City of College Station 2200 North Forest Parkway College Station, TX 77845 United States	(979) 764-3667			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days		

	Part	Description	Qty	Price	Ext. Price
1	COMHPEDIR2	Hewlett Packard Enterprise DIR-TSO-4160 Contract	1	\$0.00	\$0.00
2					
3	JL658A	Aruba 6300M 24SFP+ 4SFP56 Switch	4	\$6,444.43	\$25,777.72
4	JL661A	Aruba 6300M 48G CL4 PoE 4SFP56 Switch	3	\$4,436.25	\$13,308.75
5	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	3	\$126.43	\$379.29
6	JL662A	Aruba 6300M 24G CL4 PoE 4SFP56 Switch	7	\$2,693.93	\$18,857.51
7	JL664A	Aruba 6300M 24G 4SFP56 Switch	2	\$2,427.43	\$4,854.86
8	JL085A#ABA	Aruba X371 12VDC 250W PS	4	\$210.93	\$843.72
9	JL086A#ABA	Aruba X372 54VDC 680W PS	9	\$285.68	\$2,571.12
10	JL669B	Aruba X751 FB Fan Tray	9	\$189.15	\$1,702.35
11					
12					
13					
14	HR4B0E	Aruba 1Y FC NBD Exch 6300M 24SFP SVC	4	\$794.50	\$3,178.00
15	HL6K5E	Aruba 1Y FC NBD Exch 6300M 48 PoE SVC	3	\$671.25	\$2,013.75
16	HR5G4E	Aruba 1Y FC NBD Exch 6300M 24 PoE SVC	7	\$564.00	\$3,948.00
17	HL7G4E	Aruba 1Y FC NBD Exch 6300M 24 SVC	2	\$389.00	\$778.00

SubTotal	\$78,213.07
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$78,213.07

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

October 27, 2022
Item No. 8.5.
Annual Price Agreement for Air Switches

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on awarding an annual price agreement to Techline, Inc for the purchase of Air Switches which will be maintained in electrical inventory and expended as needed. The total recommended award is for an amount not to exceed \$299,850.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends the award of the annual price agreement with Techline, Inc. for an amount not to exceed \$299,850.

Summary: After a competitive sealed bid process was conducted for the annual purchase of Air Switches, with only one responding vendor. Electric staff evaluated the bid for specification compliance and recommended award to Techline, Inc.

This is the first year with two possible one-year renewal options.

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

Attachments:

1. 22-079 Award

Bid#22-079 AWARD for Electric Air Switches

Line #	Description	Mfgr	Mfgno	QTY	UOM	Techline, Inc.	
						Unit	Extended
1	Group A-1. Horizontal Air Switch 900 amp. Automation Ready, horizontally mounted switch, 25kV, 3 Pole, 150kV BIL, Torsional Control Rod. Hubell Cat #AR114FFL, No Substitutions College Station Stock No. 285-077-00004 Estimated Annual Quantity 30	Hubell	AR114FFL	30	EA	\$6,610.00	\$198,300.00
2	Group A-2. Vertical Air Switch 900 amp. Automation Ready, vertically mounted switch, 25kV, 3 Pole, 150kV BIL, Reciprocating Control Rod. Hubbell Cat #AR124FF, No Substitutions College Station Stock No. 285-077-00008 Estimated Annual Quantity 15	Hubbell	AR124FF	15	EA	\$6,770.00	\$101,550.00
						Total Price	\$299,850.00

October 27, 2022
Item No. 8.6.
Steeplechase and Central Park Improvements

Sponsor: Steve Wright

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with Marek Brothers Construction, Inc., in the amount of \$709,931 for improvements to Steeplechase and Central Park.

Relationship to Strategic Goals:

Community Integrity, Core Services, and Infrastructure.

Recommendation(s): Staff recommends approval of the construction contract with Marek Brothers Construction, Inc for improvements to Steeplechase and Central Park in the amount of \$709,931.00 for one hundred and fifty (150) construction days.

Summary: One contract will provide improvements to both Steeplechase Park, located at 301 Westridge Drive, and Central Park, located at 1000 Krenek Tap Road.

As part of this project, Steeplechase Park will see improvements within the fenced in area of the dog park, such as drainage improvements, walking path, and seating. A new dog washing area will be installed just outside the fenced area for residents to use.

In addition, a new playground and surfacing will be installed, along with a shade structure.

Lastly, lighting improvements at the basketball court and pedestrian bridge will be part of this contract.

Improvements to Central Park are as follows. In front of the tennis courts, a section of the shared use path will be removed and repoured to promote positive drainage in the area. The fishing dock, located in the southern most pond, on the west side, will be removed and rebuilt. The new dock will be ADA compliant.

Budget & Financial Summary: On September 08, 2022, Marek Brother Construction, Dudley Construction, and Quality Works Construction all submitted bids for RFP NO. 22-074. After staff evaluation of bids, Marek Brothers Construction Inc. was selected for this project.

A budget in the amount of \$3,300,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$2,386,659 has been expended or committed to date, leaving \$913,341 for this contract and future expenses.

Attachments:

1. Bid Tab 22-074

City of College Station
Tabulation 22-074
"Steeplechase Central Park Improvements"
Bid Opening Date: September 08, 2022 at 2:00 p.m. CST

				Marek Brothers Construction Inc. (College Station, TX)	Dudley Construction, LLC (College Station, TX)		Quality Works Const. Inc (Navasota, TX)		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
STEEPLECHASE									
1	49	SY	Remove sidewalks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 45.00	\$ 2,205.00	\$ 252.24	\$ 12,359.76	\$ 200.00	\$ 9,800.00
2	32	SY	Remove 6" of gravel as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 35.00	\$ 1,120.00	\$ 133.39	\$ 4,268.48	\$ 100.00	\$ 3,200.00
3	1	LS	Remove and haul off existing playground equipment and surface as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 6,934.00	\$ 6,934.00	\$ 12,020.38	\$ 12,020.38	\$ 5,000.00	\$ 5,000.00
4	5	EA	Remove and haul off trees per plans & specifications and dispose offsite, to include clearing and grubbing in vicinity of removals, all material, labor and equipment to complete the work.	\$ 417.00	\$ 2,085.00	\$ 690.64	\$ 3,453.20	\$ 1,000.00	\$ 5,000.00
5	520	SY	Install 6" thick concrete sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 123.00	\$ 63,960.00	\$ 161.90	\$ 84,188.00	\$ 220.00	\$ 114,400.00
6	214	SY	Install 6" thick concrete surface as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 123.00	\$ 26,322.00	\$ 156.08	\$ 33,401.12	\$ 220.00	\$ 47,080.00
7	198	SF	Furnish and Install Redi-Rock Block Walls, or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 208.00	\$ 41,184.00	\$ 193.59	\$ 38,330.82	\$ 100.00	\$ 19,800.00
8	66	LF	Install pedestrian rail (SW1-01) with black powder coating as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 361.00	\$ 23,826.00	\$ 397.64	\$ 26,244.24	\$ 500.00	\$ 33,000.00
9	1	EA	Furnish and Install Murdock pet fountain with hose bibb and hose (Model #M-PM14), or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 7,073.00	\$ 7,073.00	\$ 14,910.82	\$ 14,910.82	\$ 6,000.00	\$ 6,000.00
10	1	EA	Remove existing water fountain and replace with Murdock fountain (Model #GYQ84), or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place. Existing water fountain to be returned to City Parks Department.	\$ 13,863.00	\$ 13,863.00	\$ 28,893.43	\$ 28,893.43	\$ 7,000.00	\$ 7,000.00
11	22	LF	Lower 3/4" PVC waterline to a minimum 2" depth and furnish and install 2" irrigation sleeve as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 160.00	\$ 3,520.00	\$ 72.83	\$ 1,602.26	\$ 100.00	\$ 2,200.00
12	4	EA	Furnish and Install Nationwide Industries latch (Model #KLX2-P2-BK), or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 98.00	\$ 392.00	\$ 394.02	\$ 1,576.08	\$ 80.00	\$ 320.00
13	12	EA	Furnish and Install Nationwide Industries hinge (Model #C2H100N-SD-BK), or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 86.00	\$ 1,032.00	\$ 319.06	\$ 3,828.72	\$ 110.00	\$ 1,320.00
14	1	EA	Furnish and Install shade canopy by Superior Shade, or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 71,271.00	\$ 71,271.00	\$ 70,986.29	\$ 70,986.29	\$ 40,000.00	\$ 40,000.00
15	5	EA	Furnish and Install shade canopy foundations as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 3,467.00	\$ 17,335.00	\$ 2,324.68	\$ 11,623.40	\$ 3,200.00	\$ 16,000.00
16	1	EA	Furnish and Install playground structure by Superior Playground, or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 96,296.00	\$ 96,296.00	\$ 92,183.28	\$ 92,183.28	\$ 54,000.00	\$ 54,000.00
17	152	SY	Furnish and Install minimum of 3.75" IPEMA certified shredded bonded rubber safety surface (1/3 Red, 1/3 Green, and 1/3 Tan with aromatic binder), or approved equivalent, as shown on plans & specifications, to include all materials, concrete saw cuts and grading, labor and equipment to complete the work, complete in-place. Provide a sample to the City Parks Department before placement.	\$ 515.00	\$ 78,280.00	\$ 556.87	\$ 84,644.24	\$ 395.00	\$ 60,040.00
18	8	SY	Furnish and Install drainage flume as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 139.00	\$ 1,112.00	\$ 252.77	\$ 2,022.16	\$ 320.00	\$ 2,560.00
19	473	LF	Install and remove temporary sediment control fencing as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 3.00	\$ 1,419.00	\$ 16.46	\$ 7,785.58	\$ 15.00	\$ 7,095.00
20	5335	SY	Furnish and Install Flexterra high performance growth medium (HP-FGM) hydroseeding, or approved equivalent, in disturbed areas as shown in plans. To include smoothing, minor grading, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	\$ 6.00	\$ 32,010.00	\$ 4.93	\$ 26,301.55	\$ 3.00	\$ 16,005.00

City of College Station
Tabulation 22-074
"Steeplechase Central Park Improvements"
Bid Opening Date: September 08, 2022 at 2:00 p.m. CST

ITEM	QTY	UNIT	DESCRIPTION	Marek Brothers Construction Inc. (College Station, TX)		Dudley Constrution, LLC (College Station, TX)		Quality Works Const. Inc. (Navasota, TX)	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
21	749	SY	Furnish and Install Bermuda block sod (419, celebration, or hybrid variety) along proposed concrete and in disturbed areas as shown on plans. To include smoothing, 4" topsoil, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	\$ 15.00	\$ 11,235.00	\$ 20.29	\$ 15,197.21	\$ 9.00	\$ 6,741.00
22	123	SY	Furnish and Install TrueGrid Root, or approved equivalent, in disturbed areas as shown on plans and according to manufacturers installation instructions. To include smoothing, watering, and placement as shown on plans & specifications, complete in-place.	\$ 51.00	\$ 6,273.00	\$ 105.68	\$ 12,998.64	\$ 33.00	\$ 4,059.00
Subtotal: Steeplechase					\$ 508,747.00		\$ 588,819.66		\$ 460,620.00
CENTRAL PARK									
23	270	SY	Remove sidewalks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 45.00	\$ 12,150.00	\$ 46.96	\$ 12,679.20	\$ 200.00	\$ 54,000.00
24	1	EA	Adjust existing outdoor gym equipment to grade as shown on plans & specifications, to include all material, labor and equipment to complete the work.	\$ 694.00	\$ 694.00	\$ 4,883.04	\$ 4,883.04	\$ 1,000.00	\$ 1,000.00
25	203	SY	Install 6" thick concrete sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 104.00	\$ 21,112.00	\$ 156.08	\$ 31,684.24	\$ 220.00	\$ 44,660.00
26	27	SY	Install 6" thick special concrete sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 209.00	\$ 5,643.00	\$ 226.53	\$ 6,116.31	\$ 250.00	\$ 6,750.00
27	1	EA	Remove existing water fountain and replace with Murdock fountain (Model #GYQ84), or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place. Existing water fountain to be returned to City Parks Department.	\$ 13,863.00	\$ 13,863.00	\$ 29,037.35	\$ 29,037.35	\$ 7,000.00	\$ 7,000.00
28	4	SY	Furnish and Install Common Stone Riprap with grout (6"-9") as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 278.00	\$ 1,112.00	\$ 1,984.48	\$ 7,937.92	\$ 300.00	\$ 1,200.00
29	207	SY	Furnish and Install drainage flume as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 125.00	\$ 25,875.00	\$ 216.26	\$ 44,765.82	\$ 320.00	\$ 66,240.00
30	95	LF	Install and remove temporary sediment control fencing as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 3.00	\$ 285.00	\$ 19.84	\$ 1,884.80	\$ 20.00	\$ 1,900.00
31	16	LF	Install and remove temporary erosion control log dam as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 6.00	\$ 96.00	\$ 146.01	\$ 2,336.16	\$ 20.00	\$ 320.00
32	629	SY	Furnish and Install Bermuda Block sod (419, celebration, or hybrid variety) along proposed concrete and in disturbed areas as shown on plans. To include smoothing, 4" topsoil, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	\$ 16.00	\$ 10,064.00	\$ 27.54	\$ 17,322.66	\$ 10.00	\$ 6,290.00
33	465	SY	Clear and grub per plans & specifications and dispose offsite, including tree and vegetation removals, all material, labor and equipment to complete the work.	\$ 35.00	\$ 16,275.00	\$ 53.11	\$ 24,696.15	\$ 10.00	\$ 4,650.00
34	1	LS	Provide licensed surveying services for staking and laying out of grades for the Tennis Court Area concrete work for sidewalks and flume. To include all required construction staking and coordination with contractor to ensure grading objectives are met per the plans & specification.	\$ 5,132.00	\$ 5,132.00	\$ 10,148.71	\$ 10,148.71	\$ 10,000.00	\$ 10,000.00
Subtotal: Central Park					\$ 112,301.00		\$ 193,492.36		\$ 204,010.00
Total Base Bid Steeplechase + Central Park					\$ 621,048.00		\$ 782,312.02		\$ 664,630.00
Bid Alternate #1									
1	1	EA	Remove and replace wooden pier and existing electrical equipment as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 52,288.00	\$ 52,288.00	\$ 103,539.25	\$ 103,539.25	\$ 20,000.00	\$ 20,000.00
2	98	LF	Install and remove turbidity curtain as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 30.00	\$ 2,940.00	\$ 143.51	\$ 14,063.98	\$ 51.00	\$ 4,998.00
3	1	EA	Install 12' long concrete ADA ramp with 12" rise, to include transition plate and handrails as shown on plans & specifications. To include all materials, labor and equipment to complete the work, complete and in-place.	\$ 6,435.00	\$ 6,435.00	\$ 13,677.29	\$ 13,677.29	\$ 2,500.00	\$ 2,500.00
Total Bid Alternative #1					\$ 61,663.00		\$ 131,280.52		\$ 27,498.00
Bid Alternate #2									
1	220	SY	Remove sidewalks and one picnic table pad as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 55.00	\$ 12,100.00	\$ 53.87	\$ 11,851.40	\$ 200.00	\$ 44,000.00
2	1	EA	Remove existing water fountain and replace with Murdock fountain (Model #GYQ84), or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place. Existing water fountain to be returned to City Parks Department.	\$ 11,696.00	\$ 11,696.00	\$ 28,448.18	\$ 28,448.18	\$ 7,000.00	\$ 7,000.00

City of College Station
Tabulation 22-074
"Steeplechase Central Park Improvements"
Bid Opening Date: September 08, 2022 at 2:00 p.m. CST

ITEM	QTY	UNIT	DESCRIPTION	Marek Brothers Construction Inc. (College Station, TX)		Dudley Construction, LLC (College Station, TX)		Quality Works Const. Inc (Navasota, TX)	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
3	6	EA	Install sidewalk trench plate with SlipNOT plate, or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 6,494.00	\$ 38,964.00	\$ 5,964.92	\$ 35,789.52	\$ 600.00	\$ 3,600.00
4	752	SY	Install 6" thick concrete sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 104.00	\$ 78,208.00	\$ 156.08	\$ 117,372.16	\$ 220.00	\$ 165,440.00
5	2346	SY	Furnish and Install Flexterra high performance growth medium (HP-FGM) hydroseeding, or approved equivalent, in disturbed areas as shown in plans. To include smoothing, minor grading, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	\$ 5.00	\$ 11,730.00	\$ 5.88	\$ 13,794.48	\$ 3.00	\$ 7,038.00
6	624	SY	Furnish and Install Bermuda Block sod (419, celebration, or hybrid variety) along proposed concrete and in disturbed areas as shown on plans. To include smoothing, 4" topsoil, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete in-place.	\$ 13.00	\$ 8,112.00	\$ 13.66	\$ 8,523.84	\$ 10.00	\$ 6,240.00
7	316	LF	Install and remove temporary erosion control log dam as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 5.00	\$ 1,580.00	\$ 76.78	\$ 24,262.48	\$ 10.00	\$ 3,160.00
8	1	LS	Furnish a licensed arborist and provide tree protection (Estimated 12 trees) for the Central Park Picnic Area, to include but not limited to: protection fencing, root pruning, fertilization, and tree clearance pruning as shown on plans and specifications and as directed by the Arborists, complete and in place.	\$ 24,336.00	\$ 24,336.00	\$ 19,236.91	\$ 19,236.91	\$ 2,000.00	\$ 2,000.00
Total Bid Alternative #2					\$ 186,726.00		\$ 259,278.97		\$ 238,478.00
Bid Alternate #3									
1	1	EA	Furnish and Install Victorian III pole, or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 12,699.00	\$ 12,699.00	\$ 7,396.71	\$ 7,396.71	\$ 8,000.00	\$ 8,000.00
2	120	LF	Furnish and install set of three electrical conductor wires #6 XHHW in black, red, and green as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete in-place.	\$ 18.00	\$ 2,160.00	\$ 8.79	\$ 1,054.80	\$ 58.00	\$ 6,960.00
3	1	EA	Furnish and Install G74 LED light fixture and all necessary mountings, or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 4,581.00	\$ 4,581.00	\$ 1,616.09	\$ 1,616.09	\$ 3,000.00	\$ 3,000.00
4	4	EA	Furnish and Install PSLED light fixture and all necessary mountings, or approved equivalent, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 919.00	\$ 3,676.00	\$ 1,710.01	\$ 6,840.04	\$ 2,000.00	\$ 8,000.00
5	2	EA	Furnish and Install 2U bullhorn split fitter and Ameron T4 tenon, or approved equivalent, and all necessary mounting hardware as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 297.00	\$ 594.00	\$ 899.21	\$ 1,798.42	\$ 250.00	\$ 500.00
Total Bid Alternative #3					\$ 23,710.00		\$ 18,706.06		\$ 26,460.00
Bid Alternate #4									
1	6	EA	Install 6" thick 4'X10' concrete bench pad surface and install benches supplied by the city as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$ 585.00	\$ 3,510.00	\$ 2,133.03	\$ 12,798.18	\$ 1,000.00	\$ 6,000.00
Total Bid Alternative #4					\$ 3,510.00		\$ 12,798.18		\$ 6,000.00
Bid Alternate #5									
1	3500	SY	Furnish and Install TrueGrid Root, or approved equivalent, over the Steeplechase Detention Pond bottom Furnish and Install TrueGrid Root, or approved equivalent, per manufacturers installation instructions. Placement and limits to be determined by City Project Manager. To include smoothing, watering, and placement as determined by Project Manager and according to the plan specifications, complete in-place.	\$ 34.00	\$ 119,000.00	\$ 42.30	\$ 148,050.00	\$ 15.00	\$ 52,500.00
Total Bid Alternative #5					\$ 119,000.00		\$ 148,050.00		\$ 52,500.00
Five (5) percent bid security					Y		Y		Y
Addendum Acknowledged					Y		Y		Y
Bid Certification					Y		Y		Y

October 27, 2022
Item No. 8.7.
Single-Phase Transformers

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of ITB 22-084 for the City's purchase for the Electric Warehouse Inventory items Single-Phase Transformers with an expenditure of \$1,618,048; awarded to Alamo Transformer, Anixter Inc., and KBS Electrical Distributors.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends awarding of these purchases to Alamo Transformers, Anixter Inc. and KBS Electrical Distributors for an amount not to exceed \$1,618,048.

Summary: Staff issued Bid #22-084 on August 31, 2022, for Electric Single-Phase Transformers and the Bid was opened on September 21, 2022. Eight (8) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of needed specifications.

Upon Council approval, staff will issue purchase orders to the awarded vendors, for one-time purchases.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:

1. 22-084 Single Phase Transformers Award

BID#22-084
SINGLE PHASE TRANSFORMER AWARD

Alamo Transformer	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Bid Price (\$)	Total Owning Cost (\$)	Min/Max Quantity	AWARD QTY'S	TTL Unit Price	Shipping
Item #1	285-086-00031	40	25	240/120	\$ 7,790.00	\$ 8,612.96	40	0	\$ -	39-41 WKS
Item #2	285-086-00059	50	37.5	240/120	\$ 8,317.65	\$ 9,404.77	50	0	\$ -	39-41 WKS
Item #3	285-086-00032	50	50	240/120	\$ 9,079.00	\$ 10,644.32	50	50	\$ 453,950.00	39-41 WKS
Item #4	285-086-00033	25	75	240/120	\$ 9,768.00	\$ 11,866.16	25	25	\$ 244,200.00	39-41 WKS
Item #5	285-086-00034	12	100	240/120	\$ 11,959.00	\$ 14,600.12	12	12	\$ 143,508.00	39-41 WKS
Item #6	285-086-00035	5	167	240/120	\$ 17,947.00	\$ 21,826.64	5	0	\$ -	39-41 WKS
								TTL Award	\$ 841,658.00	
Anixter via GE/Prolec	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Bid Price (\$)	Total Owning Cost (\$)	Min/Max Quantity	AWARD QTY'S	TTL Unit Price	Shipping
Item #1	285-086-00031	40	25	240/120	\$ 6,800.00	\$ 7,695.60	20	20	\$ 136,000.00	30 WKS
Item #2	285-086-00059	50	37.5	240/120	\$ 11,190.00	\$ 12,490.28	25	0	\$ -	
Item #3	285-086-00032	50	50	240/120	\$ 11,290.00	\$ 12,902.00	25	0	\$ -	
Item #4	285-086-00033	25	75	240/120	\$ 12,800.00	\$ 14,908.88	10	0	\$ -	
Item #5	285-086-00034	12	100	240/120	\$ 15,800.00	\$ 18,290.72	6	0	\$ -	
Item #6	285-086-00035	5	167	240/120	\$ 21,000.00	\$ 24,944.20	0	0	\$ -	
								TTL Award	\$ 136,000.00	
KBS via Cooper	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Bid Price (\$)	Total Owning Cost (\$)	Min/Max Quantity	AWARD QTY'S	TTL Unit Price	Shipping
Item #1	285-086-00031	40	25	240/120	\$ 7,759.00	\$ 8,678.56	40	20	\$ 155,180.00	32-36 wks
Item #2	285-086-00059	50	37.5	240/120	\$ 7,922.00	\$ 9,187.52	50	50	\$ 396,100.00	32-36 wks
Item #3	285-086-00032	50	50	240/120	\$ 9,486.00	\$ 11,014.52	50	0	\$ -	
Item #4	285-086-00033	25	75	240/120	\$ 10,620.00	\$ 12,757.40	25	0	\$ -	
Item #5	285-086-00034	12	100	240/120	\$ 13,460.00	\$ 16,221.88	12	0	\$ -	
Item #6	285-086-00035	5	167	240/120	\$ 17,822.00	\$ 21,910.44	5	5	\$ 89,110.00	32-36 wks
								TTL Award	\$ 640,390.00	
									22-084 Single Phase Transformers Award Price \$ 1,618,048.00	

October 27, 2022
Item No. 8.8.
Three-Phase Transformers

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of ITB 22-083 for the City's Purchase of the Electric Warehouse Inventory item Three-Phase Transformers with an estimated expenditure in the amount of \$427,229; awarded to Anixter Inc., and Priester Mell & Nicholson.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of this purchase with Anixter Inc. and Priester Mell & Nicholson for an amount of \$427,229. This purchase aligns with historical years' activity for Electrical warehouse needs.

Summary: Staff issued Bid #22-083 on September 1, 2022, for Electric Three-Phase Transformers and the Bid was opened on September 21, 2022. Nine (9) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of needed specifications.

Upon Council approval, staff will issue a purchase order to the awarded vendors, for these one-time purchases.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:

1. 22-083 3 Phase Transformer Award

BID#22-083
THREE PHASE TRANSFORMERS AWARD

ANIXTER,INC										
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Bid Price (\$)	Total Owning Cost (\$)	Min/Max Quantity	Award Quantities	TTL Unit Price	Shipping schedule
Item #1	285-086-00038	4	112.5	208/120	\$ 22,886.00	\$ 27,302.24	2	2	\$ 45,772.00	30 wks
Item #2	285-086-00039	4	150	208/120	\$ 24,905.00	\$ 29,222.92	2	2	\$ 49,810.00	30 wks
Item #3	285-086-00043	1	750	208/120	\$ -	\$ -	0	0	\$ -	
Item #4	285-086-00044	1	1000	208/120	\$ -	\$ -	0	0	\$ -	
Item #5	285-086-00045	1	112.5	480/277	\$ 36,350.00	\$ 40,715.24	0	0	\$ -	
Item #6	285-086-00047	2	225	480/277	\$ 28,258.00	\$ 33,865.16	2	0	\$ -	
Item #7	285-086-00049	2	500	480/277	\$ 32,859.00	\$ 44,461.80	2	2	\$ 65,718.00	35 wks
Total Award Anixter Inc									\$ 161,300.00	

Priester-Mell & Nicholson										
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Bid Price (\$)	Total Owning Cost (\$)	Min/Max Quantity	Award Quantities	TTL Unit Price	Shipping schedule
Item #1	285-086-00038	4	112.5	208/120	\$ 22,283.00	\$ 24,694.20	1-2	2	\$ 44,566.00	6-26 WKS
Item #2	285-086-00039	4	150	208/120	\$ 26,290.00	\$ 29,432.40	1-2	2	\$ 52,580.00	6-26 WKS
Item #3	285-086-00043	1	750	208/120	\$ 45,245.00	\$ 58,735.00	1-2	1	\$ 45,245.00	6-26 WKS
Item #4	285-086-00044	1	1000	208/120	\$ 62,228.00	\$ 79,832.00	1-2	1	\$ 62,228.00	6-26 WKS
Item #5	285-086-00045	1	112.5	480/277	\$ 18,614.00	\$ 21,025.20	1-2	1	\$ 18,614.00	6-26 WKS
Item #6	285-086-00047	2	225	480/277	\$ 21,348.00	\$ 25,616.40	1-2	2	\$ 42,696.00	6-26 WKS
Item #7	285-086-00049	2	500	480/277	\$ 38,832.00	\$ 47,972.00	1-2	0	\$ -	
Total Award PMN									\$ 265,929.00	

GRAND TOTAL AWARD \$ 427,229.00

October 27, 2022
Item No. 8.9.
Aggieland Humane Society FY23 Funding

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action approving a resolution authorizing expenditure to the Aggieland Humane Society, Inc. in the amount of \$276,000.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the resolution funding in the amount of \$276,000 to the Aggieland Humane Society, Inc.

Summary: As part of the 2022-2023 budget process, the City Council approved funding for Aggieland Humane Society, Inc. in the amount of \$276,000. An Animal Shelter Services Agreement, contract number 22300511, for services provided by the Aggieland Humane Society, Inc. was approved on May 26, 2022.

The FY23 funding level is based on the animal shelter determination of the estimated cost to the City of College Station for providing the contracted services.

Budget & Financial Summary: Funds are available and budgeted in the General Fund for this agreement. Payments are made in the amount of \$276,000.00, to be payable in 12 equal installments of \$23,000.00.

Attachments:

1. Aggieland Humane Society Resolution - FY23

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING ANNUAL EXPENDITURE TO THE AGGIELAND HUMANE SOCIETY, INC. FOR ANIMAL SHELTER SERVICES PROVIDED TO THE CITY OF COLLEGE STATION BY THE AGGIELAND HUMANE SOCIETY, INC.

WHEREAS, the City of College Station entered into an Agreement for Animal Shelter Services with the Aggieland Humane Society, Inc. on May 26, 2022; and

WHEREAS, Article 5 of the Agreement says the City shall pay a fee for Animal Shelter Services to be established annually by separate resolution; now, therefore,

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

PART 1: That the City Council of the City of College Station authorize the expenditure for Fiscal Year 2022-2023 in the amount of \$276,000.00, to be payable in 12 equal installments of \$23,000.00.

PART 2: That funds are budgeted and available in the Fiscal Year 2022-2023 Approved Budget in the General Fund.

PART 3: That this resolution is to be effective for the 2022-2023 Fiscal Year from October 1, 2022 – September 30, 2023.

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

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

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

October 27, 2022
Item No. 8.10.
Amber Alert Network of Brazos Valley FY23 Funding

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY23 in the amount of \$5,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

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

Summary: As part of the 2022-2023 budget process, the City Council approved funding for the Amber Alert Network Brazos Valley in the amount of \$5,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2022-2023 General Fund.

Attachments:

1. Amber Alert Network Brazos Valley FY23 FA



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300014 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement For Payment and Use of General Funds with Amber Alert Network Brazos Valley

Name of Contractor: Amber Alert Network Brazos Valley

CONTRACT TOTAL VALUE: \$ 5,000

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

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract was approved in the FY23 Budget and is available in the General Fund.

Budget Code 10019100-6720 GF-ND-Exp-Nonoper-Contrib

CRC Approval Date*: N/A **Council Approval Date*:** 10/13/2022 **Agenda Item No*:** _____
(If required)*

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
AMBER ALERT NETWORK BRAZOS VALLEY**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and **Amber Alert Network Brazos Valley** a Texas Nonprofit Corporation (“Agency”).

WHEREAS, Amber Alert has the objective of providing emergency messaging including utilization of various communication devices including road signs, cellphones, television, etc. to advise and gather information throughout Texas, the United States and beyond when a child has been abducted or is otherwise in imminent danger; and

WHEREAS, City finds it to be in the best interest of the general public and citizenry to support such efforts; and

WHEREAS, the City desires to assist Agency by providing funding under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Amber Alert Network Brazos Valley a Texas Nonprofit Corporation

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Amber Alert Services includes any and all costs including personnel and equipment directly related to the Statement of Work set forth in this Agreement.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the term of this Agreement, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports and other relevant financial information relating to the funding provided by City.

1.6 Program Period. October 1, 2022 through September 30, 2023.

1.7 Statement of Work. The description of Agency services for which the City funding will be used and as described in this Agreement.

ARTICLE II STATEMENT OF WORK

2.1 General. The Statement of Work for Agency is as follows: Agency provides emergency messaging including utilization of various communication methods and devices including road signs, cellphones, television, other data-related devices, etc. to share and gather information from the general public throughout Texas, the United States and beyond when a child has been abducted or is otherwise in imminent danger; and builds partnerships with and funds working with various law enforcement agencies as appropriate in fulfilling its mission as described. The Agency provides the personnel and equipment necessary in fulfilling its mission.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **FIVE THOUSAND DOLLARS AND 0/100 CENTS (\$5,000)** from the City's General Fund. The appropriated funds shall be used during or for the period of October 1, 2022 to September 30, 2023.

3.2 Annual Payment from City to Agency will be made within Sixty (60) days from the Effective Date of this Agreement but not before commencement of the Program Period.

ARTICLE IV RECORDS AND REPORTS

4.1 Financial Records. Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of City funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the

request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Financial Activity Report. The Financial Activity Report from Agency to City must be timely completed and received within Sixty (60) days from the end of the term of this Agreement. The Financial Activity Report must show how City funds were spent must be timely completed and received otherwise Agency agrees to reimburse City within Sixty (60) days from written notice of same.

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.6 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.7 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement begins upon the approval of both parties and terminates upon fulfillment of the obligations of the parties herein. Only those expenditures authorized under the Statement of Work, which are actually incurred during or for the Program Period for personnel and equipment are eligible for funding herein, and ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

(a) **For Convenience.** This Agreement may be terminated by either party for convenience by giving sixty (60) days advance written notice.

(b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated and Agency shall have no right or legal recourse with respect to the funding.

(c) **Breach.** Upon advance written notice of the breach and after a Sixty day period to cure, the non-breaching party may terminate this Agreement.

(d) **Reimbursement.** In the event this Agreement is terminated by either party pursuant to §6.2, a City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove up to the amount of the funding contracted for herein. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in the Statement of Work.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of either of the following events:

(a) The termination of the legal existence of Agency; or

(b) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Financial Activity Report upon Termination. Upon termination of this Agreement for any reason, Agency will provide City within Sixty (60) days, a full accounting of all expenditures not previously reviewed by City in the same form as the Financial Activity Report but covering only the program period during which this Agreement was in effect.

6.6 Refund of Funds. In the event that this Agreement is terminated Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty Sixty (60) days after termination of this Agreement or within Sixty (60) days from City's written request.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded under this Contract. 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 Agency, or any third party.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party.

ARTICLE VIII INSURANCE

(this section left intentionally blank)

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization relating to the Statement of Work. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments relating to the Statement of Work for which City funds are used.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in the Statement of Work shall be the responsibility of

Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Amber Alert Network Brazos Valley
Attn: Charles R. Fleeger
P O Box 9282
College Station, Tx 77842

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott Israel. To the extent applicable, this Agreement is subject to the following:

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

List of Exhibits:

- A.** Financial Activity Report
- B.** Certificates of Insurance

**AMBER ALERT NETWORK BRAZOS
VALLEY**

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

EXHIBIT A
FINANCIAL ACTIVITY REPORT

Amber Alert Network Brazos Valley

Statement of Financial Position

As of September 13, 2022

		TOTAL
ASSETS		
Current Assets		
Bank Accounts		
BV Schools CU		29,610.74
Total Bank Accounts		\$29,610.74
Total Current Assets		\$29,610.74
TOTAL ASSETS		\$29,610.74
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Direct Deposit Payable		0.00
Payroll Liabilities		
Federal Taxes (941/944)		0.00
TX Unemployment Tax		0.00
Total Payroll Liabilities		0.00
Total Other Current Liabilities		\$0.00
Total Current Liabilities		\$0.00
Total Liabilities		\$0.00
Equity		
Unrestricted Net Assets		33,530.11
Net Revenue		-3,919.37
Total Equity		\$29,610.74
TOTAL LIABILITIES AND EQUITY		\$29,610.74

Amber Alert Network Brazos Valley

Statement of Activity

October 1, 2021 - September 13, 2022

	TOTAL
Revenue	
Direct Public Support	
Corporate Contributions	43.68
Individ, Business Contributions	27,589.64
Total Direct Public Support	27,633.32
Donations from County / City	25,000.00
Funds from Foundations	10,000.00
Uncategorized Income	0.60
Total Revenue	\$62,633.92
GROSS PROFIT	\$62,633.92
Expenditures	
Contract Services	
Accounting Fees	2,871.15
Total Contract Services	2,871.15
Facilities and Equipment	27.86
Operations	
Fundraising	4,225.20
Postage, Mailing Service	159.54
Printing and Copying	1,877.19
Supplies	251.87
Telephone, Telecommunications	580.40
Total Operations	7,094.20
Other Types of Expenses	
Insurance - Liability, D and O	1,771.63
Total Other Types of Expenses	1,771.63
Payroll Expenses	
Taxes	1,402.50
Wages	18,333.37
Total Payroll Expenses	19,735.87
Promotional Material	2,897.61
Reimbursements	2,139.72
Training	200.00
Uncategorized Expense	0.60
Total Expenditures	\$36,738.64
NET OPERATING REVENUE	\$25,895.28
NET REVENUE	\$25,895.28

EXHIBIT B
CERTIFICATES OF INSURANCE



AMBEALE-01

CTREJO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2022

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 Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME: Carina Barnes	
	PHONE (A/C, No, Ext): (979) 764-8444 FAX (A/C, No): (979) 764-7603	
	E-MAIL ADDRESS: ctrejo@dextercompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mount Vernon Fire Insurance Company	26522
INSURED Amber Alert Network Brazos Valley P.O. Box 9282 College Station, TX 77842	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			NPP2574687B	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☒ N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

CANCELLATION

City of College Station
1101 Texas Ave
College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE

October 27, 2022

Item No. 8.11.

Arts Council of the Brazos Valley FY23 General Fund Funding

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY23 in the amount of \$35,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

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

Summary: As part of the 2022-2023 budget process, the City Council approved funding for the Arts Council of the Brazos Valley in the amount of \$35,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2022-2023 General Fund. The full amount of \$35,000 is to be used for the operations and maintenance of the arts programming and gallery operations at the Arts Council facility.

Attachments:

1. Arts Council - General Fund FY23 FA



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300015 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of General Funds with Arts Council Of The Brazos Valley

Name of Contractor: Arts Council of the Brazos Valley

CONTRACT TOTAL VALUE: \$ 35,000

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

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract was approved in the FY23 Budget and is available in the General Fund.

Budget Code: 10019100-6720 GF-ND-Exp-Nonoper-Contrib

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 10/13/2022 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
ARTS COUNCIL OF BRAZOS VALLEY**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **ARTS COUNCIL OF BRAZOS VALLEY** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of enhancing the artistic and cultural life of its citizens; and

WHEREAS, Agency’s mission is to make the arts accessible to all citizens in the Brazos Valley through funding, promotion, advocacy and partnership building, and

WHEREAS, the City desires to assist Agency in making the arts accessible to its citizens, and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Arts Council of Brazos Valley a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 The Agency promotes, advocates, builds partnerships with, and funds the arts and cultural organizations of the Brazos Valley in a professional and accountable way on behalf of local governments. The Agency is responsible for maintaining and operating an arts facility, promoting the arts and culture in the Brazos Valley, and providing services for local art affiliates.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THIRTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$35,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2022, to September 30, 2023**. Payment will be made in eleven monthly installments of **\$2,916.66** and the twelfth payment will be **\$2,916.74**.

3.2 Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other

documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available

to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2022 and terminates at midnight October 31, 2023. However, the program period shall begin October 1, 2022 and terminates at midnight September 30, 2023. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2)** Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

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

8.3 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

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

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better 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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude 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.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better 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.

8.7 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

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

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Arts Council of Brazos Valley
Attn: Sheree Boegner, Director
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

ARTS COUNCIL OF BRAZOS VALLEY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10100 Wells Fargo Business Checking *8775	33,728.78
10200 VB - Checking *3808	124,586.04
10210 VB - Savings *3816	24,505.58
10220 VB - ICS *8164	518,607.17
10300 PayPal	2,442.24
10400 Prosperity - ABC	0.00
10500 American Momentum Money Market	71,139.97
10600 American Funds	52,798.90
10700 Cash in Drawer	0.00
10800 Community Foundation of BV	9,496.62
10900 Spirit of Texas	0.00
Total Bank Accounts	\$837,305.30
Accounts Receivable	
11000 Accounts Receivable	13,081.44
11200 Pledges Receivable	45,000.00
11210 Discount on Pledge Receivable	0.48
Total 11200 Pledges Receivable	45,000.48
11400 Grants Receivable	0.00
11500 Contributions Receivable	69,999.80
11600 Due from Affiliates	14,348.50
Total 11000 Accounts Receivable	142,430.22
Total Accounts Receivable	\$142,430.22
Other Current Assets	
12000 Undeposited Funds	1,509.68
12100 Inventory Asset	0.00
12300 Art Inventory	14,102.00
12400 Prepaid Expenses	0.22
12410 Prepaid Rent	0.00
12420 Prepaid Insurance	0.00
12430 Prepaid Advertising	0.00
Total 12400 Prepaid Expenses	0.22
Payroll Refunds	126.00
Total Other Current Assets	\$15,737.90
Total Current Assets	\$995,473.42

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Fixed Assets	
14000 Property & Equipment	
14100 Furniture and Equipment	158,096.92
14200 Buildings & Improvements	1,655,761.71
14300 Permanent Collection	657,023.02
14400 Texas Gallery Improvements	0.00
14500 Land	392,430.00
14900 Accum Depreciation	-175,767.61
Total 14000 Property & Equipment	2,687,544.04
14101 New Building	0.00
14101.1 Building Improvements	0.00
14102 Credit to Building Cost	0.00
16000 Construction in Progress	0.00
Total Fixed Assets	\$2,687,544.04
Other Assets	
18000 Investments/Endowments	0.00
18010 Wells Fargo Investment	0.00
Total 18000 Investments/Endowments	0.00
18600 Other Assets	0.00
18700 Security Deposits Asset	0.00
18800 Promise to Give - COCS	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$3,683,017.46
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	9,970.62
20100 Grants Payable	0.00
Total Accounts Payable	\$9,970.62
Credit Cards	
21000 Wells Fargo Business Card - Boegner	1,554.57

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Total Credit Cards	\$1,554.57
Other Current Liabilities	
22000 PPP Loan	0.00
23000 Payroll Liabilities	0.00
23100 Federal Tax Payable	626.47
23200 Texas Unemployment Payable	1,061.00
23300 Simple IRA Payable	4,400.00
23400 Blue Cross Blue Shield Payable	1,176.10
23500 Guardian Insurance Payable	-77.09
23600 HSA Payable	0.00
23700 Accrued Compensated Absences	4,029.94
23800 Direct Deposit Liabilities	0.00
Total 23000 Payroll Liabilities	11,216.42
25000 Deferred Income	0.14
25100 Unearned or Deferred Revenue	0.00
26000 Accrued Expenses	0.00
26100 Deferred Membership Dues	0.00
26200 Due to COCS- Reimbursements	0.00
26300 Due to COB - Reimbursements	0.00
28000 Sales Tax Payable	0.00
28100 Sales Tax Payable - Current	1,504.01
Total 28000 Sales Tax Payable	1,504.01
Direct Deposit Payable	0.00
Out Of Scope Agency Payable	0.00
Sales Tax Agency Payable (do not use)	0.00
Sales Tax Payable (do not use)	0.00
Square Sales Tax Payable (do not use)	0.00
State Comptroller Payable (do not use)	0.00
Total Other Current Liabilities	\$12,720.57
Total Current Liabilities	\$24,245.76
Long-Term Liabilities	
29100 Note payable to Citibank	0.00
29200 Notes Payable	0.00
29300 NP - Vera Bank	694,220.87
29900 Northgate Sculpture Fund	123,750.00
Total Long-Term Liabilities	\$817,970.87
Total Liabilities	\$842,216.63

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Equity	
30000 Opening Bal Equity	0.00
31000 Net Assets - Donor Restricted	756,750.00
32000 Unrestricted Net Assets	2,060,826.46
Net Revenue	23,224.37
Total Equity	\$2,840,800.83
TOTAL LIABILITIES AND EQUITY	\$3,683,017.46

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
43000 Contributed Income	58,359.61	135,000.00	-76,640.39	43.23 %
43100 Membership Dues				
43120 Affiliates Membership	4,000.00	3,200.00	800.00	125.00 %
43130 Business Membership	2,991.66	4,500.00	-1,508.34	66.48 %
43140 BV Collective Membership	850.00	800.00	50.00	106.25 %
43150 Individual Membership	9,658.34	16,000.00	-6,341.66	60.36 %
Total 43100 Membership Dues	17,500.00	24,500.00	-7,000.00	71.43 %
43200 Fundraising Events				
43240 Celebrate the Arts	57,696.00	140,000.00	-82,304.00	41.21 %
43245 Celebrate the Arts Scholarship	14,750.00	15,000.00	-250.00	98.33 %
Total 43240 Celebrate the Arts	72,446.00	155,000.00	-82,554.00	46.74 %
43250 Boots & BBQ		17,000.00	-17,000.00	
43260 Empty Bowls, Jr.	12,376.67	13,000.00	-623.33	95.21 %
43270 Stories at the Gallery	6,642.39		6,642.39	
Total 43200 Fundraising Events	91,465.06	185,000.00	-93,534.94	49.44 %
43300 Government Grants				
43310 Brazos County	8,000.00	8,000.00	0.00	100.00 %
43320 Bryan HOT	111,780.00	111,780.00	0.00	100.00 %
43325 Bryan HOT Reimbursements	13,427.84	600.00	12,827.84	2,237.97 %
Total 43320 Bryan HOT	125,207.84	112,380.00	12,827.84	111.41 %
43330 College Station	32,076.00	35,000.00	-2,924.00	91.65 %
43340 College Station HOT	455,162.00	463,000.00	-7,838.00	98.31 %
43345 College Station HOT Reimbursements	2,770.38	3,000.00	-229.62	92.35 %
Total 43340 College Station HOT	457,932.38	466,000.00	-8,067.62	98.27 %
43350 Navasota HOT	28,800.00	28,800.00	0.00	100.00 %
43355 Navasota HOT Reimbursements		1.00	-1.00	
Total 43350 Navasota HOT	28,800.00	28,801.00	-1.00	100.00 %
43360 TCA	6,250.00	15,000.00	-8,750.00	41.67 %
43370 TCA Revenue	5,500.00		5,500.00	
Total 43360 TCA	11,750.00	15,000.00	-3,250.00	78.33 %
Total 43300 Government Grants	663,766.22	665,181.00	-1,414.78	99.79 %
43400 Foundation & Trust Grants	975.64	5,000.00	-4,024.36	19.51 %
Total 43000 Contributed Income	832,066.53	1,014,681.00	-182,614.47	82.00 %
44000 Program Service Revenue				
44100 Artist Call for Entry	1,754.38	1,700.00	54.38	103.20 %
44200 Camps & Workshops	13,650.00	6,800.00	6,850.00	200.74 %
44210 Adult Workshops		1.00	-1.00	
44220 Children Camps		1.00	-1.00	
Total 44200 Camps & Workshops	13,650.00	6,802.00	6,848.00	200.68 %
44300 Classes	3,341.00	1,600.00	1,741.00	208.81 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
44310 Adult Classes	-30.00	1.00	-31.00	-3,000.00 %
44320 Children Classes	100.00	1.00	99.00	10,000.00 %
Total 44300 Classes	3,411.00	1,602.00	1,809.00	212.92 %
44400 Community Events	2,626.00	3,000.00	-374.00	87.53 %
44500 Red Wasp		2,000.00	-2,000.00	
44600 Special Exhibits		30,000.00	-30,000.00	
Total 44000 Program Service Revenue	21,441.38	45,104.00	-23,662.62	47.54 %
45000 Art & Merchandise Sales	20,124.54	8,000.00	12,124.54	251.56 %
46000 Other Revenue				
46200 Investments	5,764.85	2,000.00	3,764.85	288.24 %
46300 Rentals	13,365.00	17,500.00	-4,135.00	76.37 %
46400 Miscellaneous Revenue	188.49	50.00	138.49	376.98 %
46410 Payroll Tax Credit	10,000.00		10,000.00	
46420 Interest Income	466.58		466.58	
Total 46400 Miscellaneous Revenue	10,655.07	50.00	10,605.07	21,310.14 %
Total 46000 Other Revenue	29,784.92	19,550.00	10,234.92	152.35 %
PayPal Sales	675.00		675.00	
Total Revenue	\$904,092.37	\$1,087,335.00	\$ -183,242.63	83.15 %
GROSS PROFIT	\$904,092.37	\$1,087,335.00	\$ -183,242.63	83.15 %
Expenditures				
60000 Grants & Scholarships				
60100 Grants		429,256.00	-429,256.00	
60110 Bryan College Station Grants	429,256.00	1.00	429,255.00	42,925,600.00 %
60120 Navasota Grants	23,300.00	1.00	23,299.00	2,330,000.00 %
60130 Rural Grants	8,000.00	1.00	7,999.00	800,000.00 %
60140 Returned Grants		3,600.00	-3,600.00	
Total 60100 Grants	460,556.00	432,859.00	27,697.00	106.40 %
60200 Scholarships	19,000.00	15,000.00	4,000.00	126.67 %
Total 60000 Grants & Scholarships	479,556.00	447,859.00	31,697.00	107.08 %
61000 Salaries and Related Expenses				
61100 Salaries & Wages	130,255.33	203,940.00	-73,684.67	63.87 %
61200 Employer IRA Contributions	2,200.00	6,118.20	-3,918.20	35.96 %
61300 Employee Benefits-Other	2,660.00	720.00	1,940.00	369.44 %
61400 Payroll taxes & fees	11,785.33	15,601.41	-3,816.08	75.54 %
61500 Sales Commission		1,050.00	-1,050.00	
61600 Employer Health Ins. Contribution	5,474.29	21,600.00	-16,125.71	25.34 %
Total 61000 Salaries and Related Expenses	152,374.95	249,029.61	-96,654.66	61.19 %
62000 Fees for Services	825.00		825.00	
62100 Accounting Fees	25,709.60	30,000.00	-4,290.40	85.70 %
62200 Contractor Fee		500.00	-500.00	
62300 Legal and Professional Fees	2,168.78	1,000.00	1,168.78	216.88 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
62400 Marketing Intern & Work Study	10,388.47	10,000.00	388.47	103.88 %
62500 Program Intern & Work Study	1,500.00	1.00	1,499.00	150,000.00 %
Total 62000 Fees for Services	40,591.85	41,501.00	-909.15	97.81 %
63000 Advertising, Printing, Promo.	0.00	62,784.00	-62,784.00	0.00 %
63100 HOT Advertising	10,505.65	1.00	10,504.65	1,050,565.00 %
63200 Local Advertising	12,029.47	1.00	12,028.47	1,202,947.00 %
Total 63000 Advertising, Printing, Promo.	22,535.12	62,786.00	-40,250.88	35.89 %
64000 Programs				
64010 ART for Life	11,169.24	13,500.00	-2,330.76	82.74 %
64020 Artist Connect	5,501.76	8,000.00	-2,498.24	68.77 %
64030 Artist in Residence	2,786.77	7,125.00	-4,338.23	39.11 %
64040 Camps & Workshops		5,100.00	-5,100.00	
64041 Adult Workshop Expense		1.00	-1.00	
64042 Children Camp Expense	6,401.97	1.00	6,400.97	640,197.00 %
Total 64040 Camps & Workshops	6,401.97	5,102.00	1,299.97	125.48 %
64050 Classes		1,500.00	-1,500.00	
64051 Adult Class Expense	89.45	1.00	88.45	8,945.00 %
64052 Children Class Expense		1.00	-1.00	
Total 64050 Classes	89.45	1,502.00	-1,412.55	5.96 %
64060 Community Events	671.77	400.00	271.77	167.94 %
64070 Gallery	4,191.79	6,000.00	-1,808.21	69.86 %
64080 Public Art	823.41	3,000.00	-2,176.59	27.45 %
64090 Red Wasp		2,000.00	-2,000.00	
64110 Special Exhibits		30,000.00	-30,000.00	
64130 Programs-Other	62.73	1,500.00	-1,437.27	4.18 %
Total 64000 Programs	31,698.89	78,129.00	-46,430.11	40.57 %
65000 Fundraising	2,040.00		2,040.00	
65100 Boots & BBQ		3,000.00	-3,000.00	
65200 Celebrate the Arts	10,105.33	48,000.00	-37,894.67	21.05 %
65300 Empty Bowls, Jr.	6,735.76	7,500.00	-764.24	89.81 %
65400 Fundraising - Other	271.98	5,500.00	-5,228.02	4.95 %
65500 Stories at the Gallery	3,624.85		3,624.85	
Total 65000 Fundraising	22,777.92	64,000.00	-41,222.08	35.59 %
66000 Office Expenses	7,042.80	3,000.00	4,042.80	234.76 %
66100 Information Technology	4,749.90	5,100.00	-350.10	93.14 %
66200 Postage, Mailing Service	185.38	700.00	-514.62	26.48 %
Total 66000 Office Expenses	11,978.08	8,800.00	3,178.08	136.11 %
68000 Occupancy				
68200 Facilities & Equipment Rental	1,885.21	2,000.00	-114.79	94.26 %
68300 Insurance	13,980.00	14,300.00	-320.00	97.76 %
68400 Janitorial	4,800.00	10,800.00	-6,000.00	44.44 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
68500 Mortgage Expense	27,203.50	66,132.00	-38,928.50	41.14 %
68600 Pest Control	340.00	500.00	-160.00	68.00 %
68700 Repairs & Maintenance	10,346.04	7,600.00	2,746.04	136.13 %
68800 Security	5,170.00	1,000.00	4,170.00	517.00 %
68900 Utilities	18,514.82	20,000.00	-1,485.18	92.57 %
Total 68000 Occupancy	82,239.57	122,332.00	-40,092.43	67.23 %
69000 Mileage	92.40		92.40	
69100 Travel & In-Region Mileage	2,111.82	2,200.00	-88.18	95.99 %
Total 69000 Mileage	2,204.22	2,200.00	4.22	100.19 %
80000 Other expenses				
80010 Artist Commission	16,383.05	6,000.00	10,383.05	273.05 %
80020 Bank Charges	2,399.56	600.00	1,799.56	399.93 %
80025 PayPal Fees	553.26		553.26	
Total 80020 Bank Charges	2,952.82	600.00	2,352.82	492.14 %
80050 Investment Losses	9,880.63	1,575.00	8,305.63	627.34 %
80070 Memberships & Dues	1,259.58	1,575.00	-315.42	79.97 %
80080 Training & Development	4,129.19	3,375.00	754.19	122.35 %
80100 Other Costs		1,000.00	-1,000.00	
Total 80000 Other expenses	34,605.27	14,125.00	20,480.27	244.99 %
Reimbursed Expenses	220.54		220.54	
Total Expenditures	\$880,782.41	\$1,090,761.61	\$ -209,979.20	80.75 %
NET OPERATING REVENUE	\$23,309.96	\$ -3,426.61	\$26,736.57	-680.26 %
Other Expenditures				
90000 Ask My Accountant	85.59		85.59	
Total Other Expenditures	\$85.59	\$0.00	\$85.59	0.00%
NET OTHER REVENUE	\$ -85.59	\$0.00	\$ -85.59	0.00%
NET REVENUE	\$23,224.37	\$ -3,426.61	\$26,650.98	-677.77 %

Exhibit B
Narrative Summary of Activity Report

FY 2022 Activity Overview

Our focus for the current and upcoming fiscal year is continuing to fulfill our mission: to make the arts accessible to all residents and visitors of the Brazos Valley. In the current fiscal year, the Arts Council focused on private fundraising efforts, including continuing an extremely successful capital campaign which we have now focused on to develop a plan to build a growing endowment to support our new facility and the operations within. Our facility contains a two-tier fully-accessible mezzanine gallery, three active artist studios, classroom and meeting space, a visitor center, and Arts Council administrative offices. We will continue to aggressively fundraise and to grow and improve fundraising projects, events, and programs including Empty Bowls, Jr., Boots & BBQ, all Membership Programs, the College Arts Scholarship Program, private donor cultivation, public art, grant writing, and Celebrating the Arts. In addition, we are working to maintain our impact through our at-risk youth programs in the current year, including *Artist Connect*, *Empty Bowls, Jr.* and *Art Reaching Teens for Life*. Through *Artist Connect*, we look forward to conducting at least nine high-impact workshops in Title-1 schools through providing free, innovative, in-classroom arts programming. Through *Empty Bowls, Jr.*, over 20 schools from across the Brazos Valley created over 1000 bowls and helped The Arts Council raise almost \$13,000 for much needed grant support for in-school food pantries in our region.

We also continue to focus on our advocacy and funding role for the arts in the Brazos Valley. Many of our affiliates are still recovering from significant impacts from the COVID-19 closures and public safety recommendations concerning staying home. Through work done to compile impacts of the COVID-19 health crisis, we have found that arts affiliates have had to cancel, reschedule, or limit events and facility openings to maintain safety in our community. Due to these limitations, other sources of revenues for our affiliates have been reduced as organizations await economic improvements and public confidence in their safety. Grant funds are crucial in maintaining programming and marketing efforts and rebuilding the arts community in the Brazos valley. A strong arts community will motivate visitors to stay in the area longer which will help rebuild our economy.

The following is an overview of program and administrative activities conducted by the Arts Council this fiscal year since October 2021.

Arts Council Programs

The Arts Council supports and enhances our community's art, culture, and heritage efforts. Programs include operations of the Galleries & Visitor Center, funding opportunities, artistic learning opportunities, affiliate support and arts marketing, and community involvement and outreach. Milestones and activities achieved through our programs are listed below.

Arts Council Galleries & Visitor Center

As an arts destination and the hub of information about the region's arts activities, The Arts Council's Galleries and Arts Visitor Center is a critical service for the public and many Arts Council affiliate organizations. Gallery spaces and artist studios operated by The Arts Council facilitate public interaction with the arts and provide the residents and visitors of the Brazos Valley with the opportunity to see fantastic works of art by contemporary artists from around the state and beyond. The Arts Council's facilities serve as an arts and culture visitors' center and provides the public with information about the many arts organizations and happenings in the area. It also provides affiliates a space to meet, work or host events vital to fulfilling their missions. The classroom is used by many affiliate groups and other visitors as a space to meet, learn, and create new work together.

Group Facility Use: Our facilities averaged 16 in-person meetings each month, a 300% increase from last year. Total meetings were affected by COVID-19 as many of our affiliates are made up of groups of high-risk individuals and were unable to meet in person. Other meetings were attended and facilitated by the Arts Council virtually. We expect to return to our previous meeting numbers (26 per month) as the public health situation improves as well as increasing affiliate usage.

4180 and Bradfield Galleries: Our two-tiered mezzanine gallery space will feature a total of 13 planned exhibitions for FY 2021-2022, some of which were postponed to this fiscal year given COVID-19 closures, including: the Jason Robichau *The Art of Sport* Exhibit; *Lovin' that Lonestar Flag* exhibit by E. Joe Deering; Neena Buxani's *The Art of Gemology*; a solo exhibit by the incoming College Station Artist in Residence; showings by a trio of local artists, Nikki Smith, Hailey Herrera, and Patsy Supak; the *Aggie Spirit* show which will display the winning pieces from our Aggie Spirit Community Art Contest; *Art is for Everyone*, a presentation by Le Hale with Purple Turtle Art Studio; *Astrophotography* by Randall Light, MD; *Seeing the Light through Stained Glass* shown by Irene Light; *Refrigerator Art*, features work by artists in Summer Camps at the Arts Council; and a show by artist June Dudley. We will continue our community galleries, and expect to host 5 new artists through our residency programs and provide them with exhibit space and professional development opportunities.

Community Galleries at Large: 5 galleries, each with 2-3 exhibits for FY 2021-2022. Gallery spaces are located at the City of College Station (on hold due to new City Hall), the City of Bryan,

the City of Navasota, the Brazos Valley Council of Governments, and Brazos Valley Plastic Surgery. An estimated 200 new pieces will be on display throughout the year.

Funding Programs

A longstanding role of the Arts Council has been to evaluate and administrate arts, culture and heritage grant proposals, many of which originate from arts organizations in College Station. This very important role will continue to be a priority, but the Arts Council is also focused on elevating the profile of the arts in the Brazos Valley, making more funding available for the arts, attracting more visitors to the Brazos Valley, and increasing the impact of the arts in the Brazos Valley's economic recovery given COVID-19. To accomplish this, other high priorities include marketing and professional development of local arts organizations to help make local arts activities more sustainable. The Arts Council operates four funding programs: three granting programs to nonprofit arts organizations and a scholarship program for high school seniors.

The largest of the programs is the Annual Marketing & Program Grant, which is funded through the City of College Station and City of Bryan hotel occupancy tax funds. Funding for this program supports projects only in Bryan and College Station. In FY2018, The Arts Council implemented a Multi-Year Grant program for the Bryan/College Station Annual Grants to get our highest performing affiliates on a 3-year grant application and award cycle. 2019 was the last year of the initial cycle and 7 affiliates were participating. Unfortunately, we suspended the multi-year grant program until hotel occupancy tax funds return to normal collections after the COVID-19-related economic downturn. We look forward to continuing this Multi-Year Grant program within the next two years. The Navasota Annual Marketing & Program Grant provides hotel occupancy tax funds collected by the City of Navasota to nonprofit arts organizations operating in Navasota's extraterritorial jurisdiction. The Rural Grant program is funded by The Arts Council and provides small, program-based grants to nonprofit organizations operating in the six rural counties of the Brazos Valley. We expect to complete the awarding process for our rural grants in April.

For FY 2021-2022, The Arts Council received 20 funding requests exceeding \$599,000 from Brazos Valley nonprofit arts, culture and heritage organizations. Through the generous support for the arts shown by Bryan, College Station, Navasota, and private donors, we were able to fund approximately \$452,556 of these requests so far in 2021-2022. In order to purposefully allocate the funds given for FY2021 and better serve our community, we have initiated a second grant cycle for our Bryan College Station Annual Programs and Marketing Grant called "APMG Part B". We hope to distribute approximately \$40,000 in this second cycle, which is open to all Bryan College Station Affiliates. In FY 2022, we hope to award \$503,000 in grant funding to arts,

culture and heritage organizations operating and providing artistic programs in the Brazos Valley. This funding will be crucial for sustaining not only the arts industry, but also catalyzing positive growth for our local economy through ensuring that these organizations continue to provide their services to our local communities and our visitors. The arts will be instrumental in restoring and reviving the hotel and tourism industry in the Brazos Valley as travel restrictions are reduced. Texas will encourage visitors to travel within the state allowing more people to experience the Brazos Valley for multiple days.

Funded programs for FY 2021-2022 are projected to directly impact an estimated 495,000 people, a third of which we expect will travel to Bryan/College Station from outside of the Brazos Valley. Affiliate arts, culture and heritage organizations funded through the Arts Council's granting programs have already reported 1,196 room nights in the Brazos Valley in the first quarter and are expected to report an estimated total impact of more than 4,500 room nights for FY 2021-2022. In the first quarter, over 4,234 restaurant visits were captured via affiliate visitor surveys with a projection of over 13,000 restaurant visits for the year, demonstrating a significant impact on local sales tax revenues as well. Referred from the Texans for the Arts and from Americans for the Arts studies and fact sheets, arts attendees spend \$31.47 per person, per event, beyond the cost of admission. As our affiliates are still experiencing program obstacles, we expect these numbers to increase significantly in FY 2022-2023 following improvements in the public health situation. Having the City of College Station as a partner makes it possible to serve the many residents and visitors of the Brazos Valley. The Arts Council will continue working with our collective of nonprofit affiliates to increase the positive impact on the local economy while creating an arts sector that is sustainable in our community.

Additionally, through private fundraising, The Arts Council provides roughly \$20,000 in scholarships to graduating high school seniors each year. These scholarships go to talented artists who have graduated from a high school in the Brazos Valley and are planning to pursue a degree program focused on arts, culture, or heritage at an accredited college or university

Exhibit C
Performance Measures

Summary of Grants Programs FY 2021-2022

Grant Program	Proposals Funded	Funds to be Allocated	Persons Impacted*	Hotel Nights Generated*
Bryan/College Station Annual Grant Program	17	\$429,256.00	45,372	1,124
Bryan/College Station Grant Program Part B	Decisions Pending	\$40,000.00	Events Pending	N/A
Navasota Annual Grant Program	3	\$23,300.00	832	72
Rural Grant Program	Decisions Pending	Decisions Pending	Events Pending	N/A
College Arts Scholarships	Decisions Pending	\$19,000.00	Decisions Pending	N/A
TOTAL	20	\$511,556	46,204	1,196

*Impact totals only represent numbers reported in the first quarter of the fiscal year.

Summary of Proposals Funded FY 2021-2022 (as of March 2022, as reported by affiliate organizations)

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Ballet Brazos	\$24,000	5,604	18	10th anniversary of The Nutcracker
Brazos Educational Radio (KEOS-FM)	\$5,046.00	0	0	No funded programs or marketing this quarter
Brazos Valley African American Museum	\$13,000.00	0	0	No funded programs or marketing this quarter
Brazos Valley Art League dba Visual Arts Society BCS	\$0.00	N/A	N/A	Marketing support for website development and social media campaigns
Brazos Valley Chorale	\$15,000.00	442	0	The Spheres-Kyrie; The Sunrise--Gloria

**City of College Station
The Arts Council
FY 2022-2023 Budget Request**

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Brazos Valley Museum of Natural History	\$25,000.00	12,498	267	Marketing Support & Exhibit Program
Brazos Valley Symphony Society	\$68,210.00	3,094	44	Wind Serenade, Queen, & Holiday Pops Concerts and Premiere Market
Brazos Valley Worldfest	\$5,000.00	N/A	0	No funded programs or marketing this quarter
The Children's Museum of the Brazos Valley	\$25,000.00	3,955	10	General Marketing for the museum & exhibits
Fiestas Patrias Mexicanas of B/CS	\$15,000.00	N/A	N/A	No funded programs or marketing this quarter
Friends of Chamber Music	\$15,000.00	230	2	1. Axiom Brass Educational Program, "Excursions" presented at Blinn College, 2. Axiom Brass Quintet Concert, "Love, Mystery, and Despair" (in-person, live-stream, and video), 3. New York Polyphony Concert, "Sing Thee Nowell" (in-person, live-stream)
George Bush Presidential Library & Museum	\$40,000.00	10,837	214	General Marketing for the museum & exhibits
MSC OPAS	\$50,000.00	4,518	311	Charlie and the Chocolate Factory, Michael Cavanaugh, 7000 Miles to Broadway
Museum of the American G.I.	\$32,000.00	1,611	210	General Marketing for the museum & exhibits
Stage Center Theatre	\$20,000.00	470	11	Women in Jeopardy and A Christmas Carol, a Live Radio Play
The Theatre Company of Bryan/College Station	\$37,000.00	2,113	37	Elf, The Frogs, Newsies, Titanic, Moana Jr
TAMU Dance Program	\$0.00	N/A	N/A	No funded programs or marketing this quarter

**City of College Station
The Arts Council
FY 2022-2023 Budget Request**

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Navasota Grimes County Chamber of Commerce	\$5,600.00	300	4	Reds, Wheats & Blues Festival
Navasota Theatre Alliance (Navasota AMPG Grant)	\$11,145.00	532	13	<i>Lanterns & Legends 22 / The Man Who Wanted to be Santa Claus</i>
Washington on the Brazos State Park Association (Navasota AMPG Grant)	\$6,555.00	N/A	55	<i>Year-round marketing support</i>
Brenham Children's Chorus (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Navasota Theatre Alliance (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Troupe Over the Hill (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Unity Theatre (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Washington on the Brazos State Park Association (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Totals	\$452,556.00	46,204	1,196	

*Only numbers reported from the first quarterly report cycle. Some affiliate events have not yet occurred.

As a note, many of our affiliates have been significantly impacted by the COVID-19 public health situation and safety guidelines. Many of our performing arts affiliates have had to cancel half or more of their seasons and programs. Museums have had to close their doors and miss a great deal of earned income from ticket sales. Some special events are currently canceled, rescheduled, or postponed indefinitely. For many of them, it remains to be seen if they will be able to reschedule their activities within the fiscal year, due to restrictions of performing arts spaces, strict exhibit schedules, and availability of professional artists and performers.

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2022

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 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	Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868	CONTACT NAME:	Bert Miller	
		PHONE (A/C, No., Ext):	(936) 825-6789	FAX (A/C, No.): (936) 825-6790
		E-MAIL ADDRESS:	bertmiller@milleragencyinc.com	
INSURED	Arts Council Brazos Valley PO Box 10626 College Station TX 77842-	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Markel Insurance Co		
		INSURER B: Philadelphia Indemnity Insurance Co		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			PHPK2363239	02/16/2022	02/16/2023	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 1,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK2363239	02/16/2022	02/16/2023	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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 \$						<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC0045351-10	02/16/2022	02/16/2023	<table border="1"> <tr><td>☒ WC STATUTORY LIMITS ☐ OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	☒ WC STATUTORY LIMITS ☐ 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						
☒ WC STATUTORY LIMITS ☐ 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																				
B	Property			PHPK2363239	02/16/2022	02/16/2023	<table border="1"> <tr><td>Business Property</td><td>100,000</td></tr> <tr><td>Collections-others</td><td>150,000</td></tr> <tr><td>Collections- ACBV</td><td>75,000</td></tr> </table>	Business Property	100,000	Collections-others	150,000	Collections- ACBV	75,000								
Business Property	100,000																				
Collections-others	150,000																				
Collections- ACBV	75,000																				

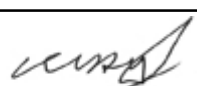
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

AI 002351

City of College Station Att: Risk Management PO Box 9906 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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October 27, 2022

Item No. 8.12.

Hotel Tax Funding for the Arts Council of the Brazos Valley for FY23

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY23 in the amount of \$509,000 from the Hotel Occupancy Tax Fund.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

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

Summary: As part of the 2022-2023 budget process, the City Council approved funding for the Arts Council of the Brazos Valley in the amount of \$509,000 out of the Hotel Occupancy Tax Fund.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2022-2023 Hotel Occupancy Tax Fund. Of this funding, \$375,300 is to be used for the Affiliate Grant Program, \$65,024 is to be used for the operations and maintenance of the arts programming and gallery operations at the Arts Council facility, and \$68,676 is to be used for tourism Marketing and public art. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Arts Council's budget is included in the Attachments.

Attachments:

1. Arts Council - HOT Fund FY23 FA
2. Arts Council FY23 Budget



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300016 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of Hotel Tax with Arts Council Of The Brazos Valley

Name of Contractor: Arts Council of the Brazos Valley

CONTRACT TOTAL VALUE: \$ 509,000.00

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

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract was approved in the FY23 Budget and is available in the General Fund.

Budget Code: 31219100-6720 HOT-ND-Exp-Nonoper-Contrib

CRC Approval Date*: N/A **Council Approval Date*:** 10/13/2022 **Agenda Item No*:** _____
(If required)*

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
ARTS COUNCIL OF BRAZOS VALLEY**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **ARTS COUNCIL OF BRAZOS VALLEY**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Arts Council of Brazos Valley, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Contract Quarter refers to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.9 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.10 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **FIVE HUNDRED NINE THOUSAND AND NO/100 DOLLARS (\$509,000.00)** to be paid as follows:

- (a) The amount of **SIXTY FIVE THOUSAND TWENTY FOUR AND NO/100 DOLLARS (\$65,024.00)** shall be paid from the City's Hotel Tax Revenue for the maintenance of the Art and Visitors Center. The appropriated funds shall be used during the period of October 1, 2022 to September 30, 2023. Payment will be made in eleven monthly installments of **\$5,418.67** and the twelfth payment will be **\$5,418.63**.
- (b) The amount of **SIXTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS AND NO/100 CENTS (\$68,676.00)** shall be paid from the City's Hotel Tax Revenue for marketing and public art. The appropriated funds shall be used during the period of October 1, 2022 to September 30, 2023. Payment will be made in twelve monthly installments of **\$5,723.00**.
- (c) The amount of **THREE HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$375,300.00)** shall be paid from the City's Hotel Tax Revenue for affiliate funding. The appropriated funds shall be

used during the period of October 1, 2022 to September 30, 2023. Payment will be made in four quarterly installments of **\$93,825.00**.

2.2 Reports and Payments. Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

2.3 Other limitations regarding consideration.

- (a) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of City.
- (b) City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

- (a) **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

- (a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.
- (b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the

promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

- (c) Hotel Tax Revenue may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a) Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special

meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2022 and terminates at midnight on October 31, 2023; however, the program period shall commence on October 1, 2022 and terminate at midnight on September 30, 2023. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.3, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code, and is within the current contractual period approved budget; the budget will be considered approved.

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City.

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.3 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

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

8.3 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

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

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better 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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude 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.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better 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.

8.7 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

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

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity

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

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

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

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Arts Council of Brazos Valley
Attn: Sheree Boegner, Director
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published

activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

ARTS COUNCIL OF BRAZOS VALLEY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10100 Wells Fargo Business Checking *8775	33,728.78
10200 VB - Checking *3808	124,586.04
10210 VB - Savings *3816	24,505.58
10220 VB - ICS *8164	518,607.17
10300 PayPal	2,442.24
10400 Prosperity - ABC	0.00
10500 American Momentum Money Market	71,139.97
10600 American Funds	52,798.90
10700 Cash in Drawer	0.00
10800 Community Foundation of BV	9,496.62
10900 Spirit of Texas	0.00
Total Bank Accounts	\$837,305.30
Accounts Receivable	
11000 Accounts Receivable	13,081.44
11200 Pledges Receivable	45,000.00
11210 Discount on Pledge Receivable	0.48
Total 11200 Pledges Receivable	45,000.48
11400 Grants Receivable	0.00
11500 Contributions Receivable	69,999.80
11600 Due from Affiliates	14,348.50
Total 11000 Accounts Receivable	142,430.22
Total Accounts Receivable	\$142,430.22
Other Current Assets	
12000 Undeposited Funds	1,509.68
12100 Inventory Asset	0.00
12300 Art Inventory	14,102.00
12400 Prepaid Expenses	0.22
12410 Prepaid Rent	0.00
12420 Prepaid Insurance	0.00
12430 Prepaid Advertising	0.00
Total 12400 Prepaid Expenses	0.22
Payroll Refunds	126.00
Total Other Current Assets	\$15,737.90
Total Current Assets	\$995,473.42

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Fixed Assets	
14000 Property & Equipment	
14100 Furniture and Equipment	158,096.92
14200 Buildings & Improvements	1,655,761.71
14300 Permanent Collection	657,023.02
14400 Texas Gallery Improvements	0.00
14500 Land	392,430.00
14900 Accum Depreciation	-175,767.61
Total 14000 Property & Equipment	2,687,544.04
14101 New Building	0.00
14101.1 Building Improvements	0.00
14102 Credit to Building Cost	0.00
16000 Construction in Progress	0.00
Total Fixed Assets	\$2,687,544.04
Other Assets	
18000 Investments/Endowments	0.00
18010 Wells Fargo Investment	0.00
Total 18000 Investments/Endowments	0.00
18600 Other Assets	0.00
18700 Security Deposits Asset	0.00
18800 Promise to Give - COCS	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$3,683,017.46
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	9,970.62
20100 Grants Payable	0.00
Total Accounts Payable	\$9,970.62
Credit Cards	
21000 Wells Fargo Business Card - Boegner	1,554.57

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Total Credit Cards	\$1,554.57
Other Current Liabilities	
22000 PPP Loan	0.00
23000 Payroll Liabilities	0.00
23100 Federal Tax Payable	626.47
23200 Texas Unemployment Payable	1,061.00
23300 Simple IRA Payable	4,400.00
23400 Blue Cross Blue Shield Payable	1,176.10
23500 Guardian Insurance Payable	-77.09
23600 HSA Payable	0.00
23700 Accrued Compensated Absences	4,029.94
23800 Direct Deposit Liabilities	0.00
Total 23000 Payroll Liabilities	11,216.42
25000 Deferred Income	0.14
25100 Unearned or Deferred Revenue	0.00
26000 Accrued Expenses	0.00
26100 Deferred Membership Dues	0.00
26200 Due to COCS- Reimbursements	0.00
26300 Due to COB - Reimbursements	0.00
28000 Sales Tax Payable	0.00
28100 Sales Tax Payable - Current	1,504.01
Total 28000 Sales Tax Payable	1,504.01
Direct Deposit Payable	0.00
Out Of Scope Agency Payable	0.00
Sales Tax Agency Payable (do not use)	0.00
Sales Tax Payable (do not use)	0.00
Square Sales Tax Payable (do not use)	0.00
State Comptroller Payable (do not use)	0.00
Total Other Current Liabilities	\$12,720.57
Total Current Liabilities	\$24,245.76
Long-Term Liabilities	
29100 Note payable to Citibank	0.00
29200 Notes Payable	0.00
29300 NP - Vera Bank	694,220.87
29900 Northgate Sculpture Fund	123,750.00
Total Long-Term Liabilities	\$817,970.87
Total Liabilities	\$842,216.63

The Arts Council of Brazos Valley

Statement of Financial Position

As of September 14, 2022

	TOTAL
Equity	
30000 Opening Bal Equity	0.00
31000 Net Assets - Donor Restricted	756,750.00
32000 Unrestricted Net Assets	2,060,826.46
Net Revenue	23,224.37
Total Equity	\$2,840,800.83
TOTAL LIABILITIES AND EQUITY	\$3,683,017.46

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
43000 Contributed Income	58,359.61	135,000.00	-76,640.39	43.23 %
43100 Membership Dues				
43120 Affiliates Membership	4,000.00	3,200.00	800.00	125.00 %
43130 Business Membership	2,991.66	4,500.00	-1,508.34	66.48 %
43140 BV Collective Membership	850.00	800.00	50.00	106.25 %
43150 Individual Membership	9,658.34	16,000.00	-6,341.66	60.36 %
Total 43100 Membership Dues	17,500.00	24,500.00	-7,000.00	71.43 %
43200 Fundraising Events				
43240 Celebrate the Arts	57,696.00	140,000.00	-82,304.00	41.21 %
43245 Celebrate the Arts Scholarship	14,750.00	15,000.00	-250.00	98.33 %
Total 43240 Celebrate the Arts	72,446.00	155,000.00	-82,554.00	46.74 %
43250 Boots & BBQ		17,000.00	-17,000.00	
43260 Empty Bowls, Jr.	12,376.67	13,000.00	-623.33	95.21 %
43270 Stories at the Gallery	6,642.39		6,642.39	
Total 43200 Fundraising Events	91,465.06	185,000.00	-93,534.94	49.44 %
43300 Government Grants				
43310 Brazos County	8,000.00	8,000.00	0.00	100.00 %
43320 Bryan HOT	111,780.00	111,780.00	0.00	100.00 %
43325 Bryan HOT Reimbursements	13,427.84	600.00	12,827.84	2,237.97 %
Total 43320 Bryan HOT	125,207.84	112,380.00	12,827.84	111.41 %
43330 College Station	32,076.00	35,000.00	-2,924.00	91.65 %
43340 College Station HOT	455,162.00	463,000.00	-7,838.00	98.31 %
43345 College Station HOT Reimbursements	2,770.38	3,000.00	-229.62	92.35 %
Total 43340 College Station HOT	457,932.38	466,000.00	-8,067.62	98.27 %
43350 Navasota HOT	28,800.00	28,800.00	0.00	100.00 %
43355 Navasota HOT Reimbursements		1.00	-1.00	
Total 43350 Navasota HOT	28,800.00	28,801.00	-1.00	100.00 %
43360 TCA	6,250.00	15,000.00	-8,750.00	41.67 %
43370 TCA Revenue	5,500.00		5,500.00	
Total 43360 TCA	11,750.00	15,000.00	-3,250.00	78.33 %
Total 43300 Government Grants	663,766.22	665,181.00	-1,414.78	99.79 %
43400 Foundation & Trust Grants	975.64	5,000.00	-4,024.36	19.51 %
Total 43000 Contributed Income	832,066.53	1,014,681.00	-182,614.47	82.00 %
44000 Program Service Revenue				
44100 Artist Call for Entry	1,754.38	1,700.00	54.38	103.20 %
44200 Camps & Workshops	13,650.00	6,800.00	6,850.00	200.74 %
44210 Adult Workshops		1.00	-1.00	
44220 Children Camps		1.00	-1.00	
Total 44200 Camps & Workshops	13,650.00	6,802.00	6,848.00	200.68 %
44300 Classes	3,341.00	1,600.00	1,741.00	208.81 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
44310 Adult Classes	-30.00	1.00	-31.00	-3,000.00 %
44320 Children Classes	100.00	1.00	99.00	10,000.00 %
Total 44300 Classes	3,411.00	1,602.00	1,809.00	212.92 %
44400 Community Events	2,626.00	3,000.00	-374.00	87.53 %
44500 Red Wasp		2,000.00	-2,000.00	
44600 Special Exhibits		30,000.00	-30,000.00	
Total 44000 Program Service Revenue	21,441.38	45,104.00	-23,662.62	47.54 %
45000 Art & Merchandise Sales	20,124.54	8,000.00	12,124.54	251.56 %
46000 Other Revenue				
46200 Investments	5,764.85	2,000.00	3,764.85	288.24 %
46300 Rentals	13,365.00	17,500.00	-4,135.00	76.37 %
46400 Miscellaneous Revenue	188.49	50.00	138.49	376.98 %
46410 Payroll Tax Credit	10,000.00		10,000.00	
46420 Interest Income	466.58		466.58	
Total 46400 Miscellaneous Revenue	10,655.07	50.00	10,605.07	21,310.14 %
Total 46000 Other Revenue	29,784.92	19,550.00	10,234.92	152.35 %
PayPal Sales	675.00		675.00	
Total Revenue	\$904,092.37	\$1,087,335.00	\$ -183,242.63	83.15 %
GROSS PROFIT	\$904,092.37	\$1,087,335.00	\$ -183,242.63	83.15 %
Expenditures				
60000 Grants & Scholarships				
60100 Grants		429,256.00	-429,256.00	
60110 Bryan College Station Grants	429,256.00	1.00	429,255.00	42,925,600.00 %
60120 Navasota Grants	23,300.00	1.00	23,299.00	2,330,000.00 %
60130 Rural Grants	8,000.00	1.00	7,999.00	800,000.00 %
60140 Returned Grants		3,600.00	-3,600.00	
Total 60100 Grants	460,556.00	432,859.00	27,697.00	106.40 %
60200 Scholarships	19,000.00	15,000.00	4,000.00	126.67 %
Total 60000 Grants & Scholarships	479,556.00	447,859.00	31,697.00	107.08 %
61000 Salaries and Related Expenses				
61100 Salaries & Wages	130,255.33	203,940.00	-73,684.67	63.87 %
61200 Employer IRA Contributions	2,200.00	6,118.20	-3,918.20	35.96 %
61300 Employee Benefits-Other	2,660.00	720.00	1,940.00	369.44 %
61400 Payroll taxes & fees	11,785.33	15,601.41	-3,816.08	75.54 %
61500 Sales Commission		1,050.00	-1,050.00	
61600 Employer Health Ins. Contribution	5,474.29	21,600.00	-16,125.71	25.34 %
Total 61000 Salaries and Related Expenses	152,374.95	249,029.61	-96,654.66	61.19 %
62000 Fees for Services	825.00		825.00	
62100 Accounting Fees	25,709.60	30,000.00	-4,290.40	85.70 %
62200 Contractor Fee		500.00	-500.00	
62300 Legal and Professional Fees	2,168.78	1,000.00	1,168.78	216.88 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
62400 Marketing Intern & Work Study	10,388.47	10,000.00	388.47	103.88 %
62500 Program Intern & Work Study	1,500.00	1.00	1,499.00	150,000.00 %
Total 62000 Fees for Services	40,591.85	41,501.00	-909.15	97.81 %
63000 Advertising, Printing, Promo.	0.00	62,784.00	-62,784.00	0.00 %
63100 HOT Advertising	10,505.65	1.00	10,504.65	1,050,565.00 %
63200 Local Advertising	12,029.47	1.00	12,028.47	1,202,947.00 %
Total 63000 Advertising, Printing, Promo.	22,535.12	62,786.00	-40,250.88	35.89 %
64000 Programs				
64010 ART for Life	11,169.24	13,500.00	-2,330.76	82.74 %
64020 Artist Connect	5,501.76	8,000.00	-2,498.24	68.77 %
64030 Artist in Residence	2,786.77	7,125.00	-4,338.23	39.11 %
64040 Camps & Workshops		5,100.00	-5,100.00	
64041 Adult Workshop Expense		1.00	-1.00	
64042 Children Camp Expense	6,401.97	1.00	6,400.97	640,197.00 %
Total 64040 Camps & Workshops	6,401.97	5,102.00	1,299.97	125.48 %
64050 Classes		1,500.00	-1,500.00	
64051 Adult Class Expense	89.45	1.00	88.45	8,945.00 %
64052 Children Class Expense		1.00	-1.00	
Total 64050 Classes	89.45	1,502.00	-1,412.55	5.96 %
64060 Community Events	671.77	400.00	271.77	167.94 %
64070 Gallery	4,191.79	6,000.00	-1,808.21	69.86 %
64080 Public Art	823.41	3,000.00	-2,176.59	27.45 %
64090 Red Wasp		2,000.00	-2,000.00	
64110 Special Exhibits		30,000.00	-30,000.00	
64130 Programs-Other	62.73	1,500.00	-1,437.27	4.18 %
Total 64000 Programs	31,698.89	78,129.00	-46,430.11	40.57 %
65000 Fundraising	2,040.00		2,040.00	
65100 Boots & BBQ		3,000.00	-3,000.00	
65200 Celebrate the Arts	10,105.33	48,000.00	-37,894.67	21.05 %
65300 Empty Bowls, Jr.	6,735.76	7,500.00	-764.24	89.81 %
65400 Fundraising - Other	271.98	5,500.00	-5,228.02	4.95 %
65500 Stories at the Gallery	3,624.85		3,624.85	
Total 65000 Fundraising	22,777.92	64,000.00	-41,222.08	35.59 %
66000 Office Expenses	7,042.80	3,000.00	4,042.80	234.76 %
66100 Information Technology	4,749.90	5,100.00	-350.10	93.14 %
66200 Postage, Mailing Service	185.38	700.00	-514.62	26.48 %
Total 66000 Office Expenses	11,978.08	8,800.00	3,178.08	136.11 %
68000 Occupancy				
68200 Facilities & Equipment Rental	1,885.21	2,000.00	-114.79	94.26 %
68300 Insurance	13,980.00	14,300.00	-320.00	97.76 %
68400 Janitorial	4,800.00	10,800.00	-6,000.00	44.44 %

The Arts Council of Brazos Valley

Budget vs. Actuals: FY2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
68500 Mortgage Expense	27,203.50	66,132.00	-38,928.50	41.14 %
68600 Pest Control	340.00	500.00	-160.00	68.00 %
68700 Repairs & Maintenance	10,346.04	7,600.00	2,746.04	136.13 %
68800 Security	5,170.00	1,000.00	4,170.00	517.00 %
68900 Utilities	18,514.82	20,000.00	-1,485.18	92.57 %
Total 68000 Occupancy	82,239.57	122,332.00	-40,092.43	67.23 %
69000 Mileage	92.40		92.40	
69100 Travel & In-Region Mileage	2,111.82	2,200.00	-88.18	95.99 %
Total 69000 Mileage	2,204.22	2,200.00	4.22	100.19 %
80000 Other expenses				
80010 Artist Commission	16,383.05	6,000.00	10,383.05	273.05 %
80020 Bank Charges	2,399.56	600.00	1,799.56	399.93 %
80025 PayPal Fees	553.26		553.26	
Total 80020 Bank Charges	2,952.82	600.00	2,352.82	492.14 %
80050 Investment Losses	9,880.63	1,575.00	8,305.63	627.34 %
80070 Memberships & Dues	1,259.58	1,575.00	-315.42	79.97 %
80080 Training & Development	4,129.19	3,375.00	754.19	122.35 %
80100 Other Costs		1,000.00	-1,000.00	
Total 80000 Other expenses	34,605.27	14,125.00	20,480.27	244.99 %
Reimbursed Expenses	220.54		220.54	
Total Expenditures	\$880,782.41	\$1,090,761.61	\$ -209,979.20	80.75 %
NET OPERATING REVENUE	\$23,309.96	\$ -3,426.61	\$26,736.57	-680.26 %
Other Expenditures				
90000 Ask My Accountant	85.59		85.59	
Total Other Expenditures	\$85.59	\$0.00	\$85.59	0.00%
NET OTHER REVENUE	\$ -85.59	\$0.00	\$ -85.59	0.00%
NET REVENUE	\$23,224.37	\$ -3,426.61	\$26,650.98	-677.77 %

Exhibit B
Narrative Summary of Activity Report

FY 2022 Activity Overview

Our focus for the current and upcoming fiscal year is continuing to fulfill our mission: to make the arts accessible to all residents and visitors of the Brazos Valley. In the current fiscal year, the Arts Council focused on private fundraising efforts, including continuing an extremely successful capital campaign which we have now focused on to develop a plan to build a growing endowment to support our new facility and the operations within. Our facility contains a two-tier fully-accessible mezzanine gallery, three active artist studios, classroom and meeting space, a visitor center, and Arts Council administrative offices. We will continue to aggressively fundraise and to grow and improve fundraising projects, events, and programs including Empty Bowls, Jr., Boots & BBQ, all Membership Programs, the College Arts Scholarship Program, private donor cultivation, public art, grant writing, and Celebrating the Arts. In addition, we are working to maintain our impact through our at-risk youth programs in the current year, including *Artist Connect*, *Empty Bowls, Jr.* and *Art Reaching Teens for Life*. Through *Artist Connect*, we look forward to conducting at least nine high-impact workshops in Title-1 schools through providing free, innovative, in-classroom arts programming. Through *Empty Bowls, Jr.*, over 20 schools from across the Brazos Valley created over 1000 bowls and helped The Arts Council raise almost \$13,000 for much needed grant support for in-school food pantries in our region.

We also continue to focus on our advocacy and funding role for the arts in the Brazos Valley. Many of our affiliates are still recovering from significant impacts from the COVID-19 closures and public safety recommendations concerning staying home. Through work done to compile impacts of the COVID-19 health crisis, we have found that arts affiliates have had to cancel, reschedule, or limit events and facility openings to maintain safety in our community. Due to these limitations, other sources of revenues for our affiliates have been reduced as organizations await economic improvements and public confidence in their safety. Grant funds are crucial in maintaining programming and marketing efforts and rebuilding the arts community in the Brazos valley. A strong arts community will motivate visitors to stay in the area longer which will help rebuild our economy.

The following is an overview of program and administrative activities conducted by the Arts Council this fiscal year since October 2021.

Arts Council Programs

The Arts Council supports and enhances our community's art, culture, and heritage efforts. Programs include operations of the Galleries & Visitor Center, funding opportunities, artistic learning opportunities, affiliate support and arts marketing, and community involvement and outreach. Milestones and activities achieved through our programs are listed below.

Arts Council Galleries & Visitor Center

As an arts destination and the hub of information about the region's arts activities, The Arts Council's Galleries and Arts Visitor Center is a critical service for the public and many Arts Council affiliate organizations. Gallery spaces and artist studios operated by The Arts Council facilitate public interaction with the arts and provide the residents and visitors of the Brazos Valley with the opportunity to see fantastic works of art by contemporary artists from around the state and beyond. The Arts Council's facilities serve as an arts and culture visitors' center and provides the public with information about the many arts organizations and happenings in the area. It also provides affiliates a space to meet, work or host events vital to fulfilling their missions. The classroom is used by many affiliate groups and other visitors as a space to meet, learn, and create new work together.

Group Facility Use: Our facilities averaged 16 in-person meetings each month, a 300% increase from last year. Total meetings were affected by COVID-19 as many of our affiliates are made up of groups of high-risk individuals and were unable to meet in person. Other meetings were attended and facilitated by the Arts Council virtually. We expect to return to our previous meeting numbers (26 per month) as the public health situation improves as well as increasing affiliate usage.

4180 and Bradfield Galleries: Our two-tiered mezzanine gallery space will feature a total of 13 planned exhibitions for FY 2021-2022, some of which were postponed to this fiscal year given COVID-19 closures, including: the Jason Robichau *The Art of Sport* Exhibit; *Lovin' that Lonestar Flag* exhibit by E. Joe Deering; Neena Buxani's *The Art of Gemology*; a solo exhibit by the incoming College Station Artist in Residence; showings by a trio of local artists, Nikki Smith, Hailey Herrera, and Patsy Supak; the *Aggie Spirit* show which will display the winning pieces from our Aggie Spirit Community Art Contest; *Art is for Everyone*, a presentation by Le Hale with Purple Turtle Art Studio; *Astrophotography* by Randall Light, MD; *Seeing the Light through Stained Glass* shown by Irene Light; *Refrigerator Art*, features work by artists in Summer Camps at the Arts Council; and a show by artist June Dudley. We will continue our community galleries, and expect to host 5 new artists through our residency programs and provide them with exhibit space and professional development opportunities.

Community Galleries at Large: 5 galleries, each with 2-3 exhibits for FY 2021-2022. Gallery spaces are located at the City of College Station (on hold due to new City Hall), the City of Bryan,

the City of Navasota, the Brazos Valley Council of Governments, and Brazos Valley Plastic Surgery. An estimated 200 new pieces will be on display throughout the year.

Funding Programs

A longstanding role of the Arts Council has been to evaluate and administrate arts, culture and heritage grant proposals, many of which originate from arts organizations in College Station. This very important role will continue to be a priority, but the Arts Council is also focused on elevating the profile of the arts in the Brazos Valley, making more funding available for the arts, attracting more visitors to the Brazos Valley, and increasing the impact of the arts in the Brazos Valley's economic recovery given COVID-19. To accomplish this, other high priorities include marketing and professional development of local arts organizations to help make local arts activities more sustainable. The Arts Council operates four funding programs: three granting programs to nonprofit arts organizations and a scholarship program for high school seniors.

The largest of the programs is the Annual Marketing & Program Grant, which is funded through the City of College Station and City of Bryan hotel occupancy tax funds. Funding for this program supports projects only in Bryan and College Station. In FY2018, The Arts Council implemented a Multi-Year Grant program for the Bryan/College Station Annual Grants to get our highest performing affiliates on a 3-year grant application and award cycle. 2019 was the last year of the initial cycle and 7 affiliates were participating. Unfortunately, we suspended the multi-year grant program until hotel occupancy tax funds return to normal collections after the COVID-19-related economic downturn. We look forward to continuing this Multi-Year Grant program within the next two years. The Navasota Annual Marketing & Program Grant provides hotel occupancy tax funds collected by the City of Navasota to nonprofit arts organizations operating in Navasota's extraterritorial jurisdiction. The Rural Grant program is funded by The Arts Council and provides small, program-based grants to nonprofit organizations operating in the six rural counties of the Brazos Valley. We expect to complete the awarding process for our rural grants in April.

For FY 2021-2022, The Arts Council received 20 funding requests exceeding \$599,000 from Brazos Valley nonprofit arts, culture and heritage organizations. Through the generous support for the arts shown by Bryan, College Station, Navasota, and private donors, we were able to fund approximately \$452,556 of these requests so far in 2021-2022. In order to purposefully allocate the funds given for FY2021 and better serve our community, we have initiated a second grant cycle for our Bryan College Station Annual Programs and Marketing Grant called "APMG Part B". We hope to distribute approximately \$40,000 in this second cycle, which is open to all Bryan College Station Affiliates. In FY 2022, we hope to award \$503,000 in grant funding to arts,

culture and heritage organizations operating and providing artistic programs in the Brazos Valley. This funding will be crucial for sustaining not only the arts industry, but also catalyzing positive growth for our local economy through ensuring that these organizations continue to provide their services to our local communities and our visitors. The arts will be instrumental in restoring and reviving the hotel and tourism industry in the Brazos Valley as travel restrictions are reduced. Texas will encourage visitors to travel within the state allowing more people to experience the Brazos Valley for multiple days.

Funded programs for FY 2021-2022 are projected to directly impact an estimated 495,000 people, a third of which we expect will travel to Bryan/College Station from outside of the Brazos Valley. Affiliate arts, culture and heritage organizations funded through the Arts Council's granting programs have already reported 1,196 room nights in the Brazos Valley in the first quarter and are expected to report an estimated total impact of more than 4,500 room nights for FY 2021-2022. In the first quarter, over 4,234 restaurant visits were captured via affiliate visitor surveys with a projection of over 13,000 restaurant visits for the year, demonstrating a significant impact on local sales tax revenues as well. Referred from the Texans for the Arts and from Americans for the Arts studies and fact sheets, arts attendees spend \$31.47 per person, per event, beyond the cost of admission. As our affiliates are still experiencing program obstacles, we expect these numbers to increase significantly in FY 2022-2023 following improvements in the public health situation. Having the City of College Station as a partner makes it possible to serve the many residents and visitors of the Brazos Valley. The Arts Council will continue working with our collective of nonprofit affiliates to increase the positive impact on the local economy while creating an arts sector that is sustainable in our community.

Additionally, through private fundraising, The Arts Council provides roughly \$20,000 in scholarships to graduating high school seniors each year. These scholarships go to talented artists who have graduated from a high school in the Brazos Valley and are planning to pursue a degree program focused on arts, culture, or heritage at an accredited college or university

Exhibit C
Performance Measures

Summary of Grants Programs FY 2021-2022

Grant Program	Proposals Funded	Funds to be Allocated	Persons Impacted*	Hotel Nights Generated*
Bryan/College Station Annual Grant Program	17	\$429,256.00	45,372	1,124
Bryan/College Station Grant Program Part B	Decisions Pending	\$40,000.00	Events Pending	N/A
Navasota Annual Grant Program	3	\$23,300.00	832	72
Rural Grant Program	Decisions Pending	Decisions Pending	Events Pending	N/A
College Arts Scholarships	Decisions Pending	\$19,000.00	Decisions Pending	N/A
TOTAL	20	\$511,556	46,204	1,196

*Impact totals only represent numbers reported in the first quarter of the fiscal year.

Summary of Proposals Funded FY 2021-2022 (as of March 2022, as reported by affiliate organizations)

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Ballet Brazos	\$24,000	5,604	18	10th anniversary of The Nutcracker
Brazos Educational Radio (KEOS-FM)	\$5,046.00	0	0	No funded programs or marketing this quarter
Brazos Valley African American Museum	\$13,000.00	0	0	No funded programs or marketing this quarter
Brazos Valley Art League dba Visual Arts Society BCS	\$0.00	N/A	N/A	Marketing support for website development and social media campaigns
Brazos Valley Chorale	\$15,000.00	442	0	The Spheres-Kyrie; The Sunrise--Gloria

**City of College Station
The Arts Council
FY 2022-2023 Budget Request**

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Brazos Valley Museum of Natural History	\$25,000.00	12,498	267	Marketing Support & Exhibit Program
Brazos Valley Symphony Society	\$68,210.00	3,094	44	Wind Serenade, Queen, & Holiday Pops Concerts and Premiere Market
Brazos Valley Worldfest	\$5,000.00	N/A	0	No funded programs or marketing this quarter
The Children's Museum of the Brazos Valley	\$25,000.00	3,955	10	General Marketing for the museum & exhibits
Fiestas Patrias Mexicanas of B/CS	\$15,000.00	N/A	N/A	No funded programs or marketing this quarter
Friends of Chamber Music	\$15,000.00	230	2	1. Axiom Brass Educational Program, "Excursions" presented at Blinn College, 2. Axiom Brass Quintet Concert, "Love, Mystery, and Despair" (in-person, live-stream, and video), 3. New York Polyphony Concert, "Sing Thee Nowell" (in-person, live-stream)
George Bush Presidential Library & Museum	\$40,000.00	10,837	214	General Marketing for the museum & exhibits
MSC OPAS	\$50,000.00	4,518	311	Charlie and the Chocolate Factory, Michael Cavanaugh, 7000 Miles to Broadway
Museum of the American G.I.	\$32,000.00	1,611	210	General Marketing for the museum & exhibits
Stage Center Theatre	\$20,000.00	470	11	Women in Jeopardy and A Christmas Carol, a Live Radio Play
The Theatre Company of Bryan/College Station	\$37,000.00	2,113	37	Elf, The Frogs, Newsies, Titanic, Moana Jr
TAMU Dance Program	\$0.00	N/A	N/A	No funded programs or marketing this quarter

**City of College Station
The Arts Council
FY 2022-2023 Budget Request**

Organization	FY 2021-2022 Grant Award	Persons Impacted	Hotel Nights Generated	Project Description
Navasota Grimes County Chamber of Commerce	\$5,600.00	300	4	Reds, Wheats & Blues Festival
Navasota Theatre Alliance (Navasota AMPG Grant)	\$11,145.00	532	13	<i>Lanterns & Legends 22 / The Man Who Wanted to be Santa Claus</i>
Washington on the Brazos State Park Association (Navasota AMPG Grant)	\$6,555.00	N/A	55	<i>Year-round marketing support</i>
Brenham Children's Chorus (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Navasota Theatre Alliance (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Troupe Over the Hill (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Unity Theatre (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Washington on the Brazos State Park Association (Rural Grant Program)	Request Pending	Report Pending	N/A	No funded programs or marketing this quarter
Totals	\$452,556.00	46,204	1,196	

*Only numbers reported from the first quarterly report cycle. Some affiliate events have not yet occurred.

As a note, many of our affiliates have been significantly impacted by the COVID-19 public health situation and safety guidelines. Many of our performing arts affiliates have had to cancel half or more of their seasons and programs. Museums have had to close their doors and miss a great deal of earned income from ticket sales. Some special events are currently canceled, rescheduled, or postponed indefinitely. For many of them, it remains to be seen if they will be able to reschedule their activities within the fiscal year, due to restrictions of performing arts spaces, strict exhibit schedules, and availability of professional artists and performers.

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2022

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 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 Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868	CONTACT NAME: Bert Miller	FAX (A/C, No): (936) 825-6790
	PHONE (A/C, No, Ext): (936) 825-6789	E-MAIL ADDRESS: bertmiller@milleragencyinc.com
INSURED Arts Council Brazos Valley PO Box 10626 College Station TX 77842-	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Co	
	INSURER B: Philadelphia Indemnity Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			PHPK2363239	02/16/2022	02/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK2363239	02/16/2022	02/16/2023	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 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC0045351-10	02/16/2022	02/16/2023	☒ WC STATU-TORY LIMITS ☐ 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
B	Property			PHPK2363239	02/16/2022	02/16/2023	Business Property 100,000 Collections-others 150,000 Collections- ACBV 75,000

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

Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER **CANCELLATION** AI 002351

City of College Station Att: Risk Management PO Box 9906 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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The Arts Council of Brazos Valley
FYE 2023 Budget Analysis
Finance Committee

	Proposed 2023 FY Budget
Revenue	
43000 Contributed Income	\$ 120,000.00
43100 Membership Dues	
43120 Affiliates Membership	\$ 4,000.00
43130 Business Membership	\$ 4,500.00
43140 BV Collective Membership	\$ 800.00
43150 Individual Membership	\$ 16,640.00
43160 Artist and Hotels Membership	\$ 800.00
Total 43100 Membership Dues	\$ 26,740.00
43200 Fundraising Events	
43240 Celebrate the Arts	\$ 145,600.00
43245 Celebrate the Arts Scholarship	\$ 15,600.00
Total 43240 Celebrate the Arts	\$ 161,200.00
43250 Boots & BBQ	\$ 17,000.00
43260 Empty Bowls, Jr.	\$ 13,520.00
Total 43200 Fundraising Events	\$ 191,720.00
43300 Government Grants	
43310 Brazos County	\$ 10,000.00
43320 Bryan	\$ 25,000.00
43325 Bryan HOT	\$ 287,032.00
43326 Bryan HOT Reimbursements	\$ 1,000.00
Total 43325 Bryan HOT	\$ 288,032.00
43330 College Station	\$ 35,000.00
43340 College Station HOT	\$ 508,958.00
43345 College Station HOT Reimbursements	\$ 1,000.00
Total 43340 College Station HOT	\$ 509,958.00
43350 Navasota HOT	\$ 30,240.00
43355 Navasota HOT Reimbursements	\$ 1,000.00
Total 43350 Navasota HOT	\$ 31,240.00
43360 TCA	\$ 20,000.00
Total 43300 Government Grants	\$ 894,230.00
43400 Foundation & Trust Grants	\$ 5,000.00
Total 43000 Contributed Income	\$ 1,237,690.00
44000 Program Service Revenue	
44100 Artist Call for Entry	\$ 1,700.00
44200 Camps & Workshops	
44210 Adult Workshops	\$ 1,100.00
44220 Children Camps	\$ 6,380.00
Total 44200 Camps & Workshops	\$ 7,480.00

44300 Classes		
44310 Adult Classes	\$	642.00
44320 Children Classes	\$	1,070.00
Total 44300 Classes	\$	1,712.00
44400 Community Events	\$	3,300.00
44500 Red Wasp	\$	2,000.00
44600 Special Exhibits	\$	30,000.00
Total 44000 Program Service Revenue	\$	46,192.00
45000 Art & Merchandise Sales	\$	8,000.00
46000 Other Revenue		
46200 Investments	\$	2,000.00
46300 Rentals	\$	17,500.00
46400 Miscellaneous Revenue	\$	50.00
Total 46000 Other Revenue	\$	19,550.00
Total Revenue	\$	1,311,432.00
Gross Profit	\$	1,311,432.00
Expenditures		
60000 Grants & Scholarships		
60100 Grants		
60110 Bryan College Station Grants	\$	533,832.00
60120 Navasota Grants	\$	24,494.40
60130 Rural Grants	\$	8,000.00
60140 Returned Grants	\$	3,000.00
Total 60100 Grants	\$	569,326.40
60200 Scholarships	\$	15,000.00
Total 60000 Grants & Scholarships	\$	584,326.40
61000 Salaries and Related Expenses		
61100 Salaries & Wages	\$	212,202.40
61200 Employer IRA Contributions	\$	6,366.07
61300 Employee Benefits-Other	\$	770.40
61400 Payroll taxes & fees	\$	16,233.48
61500 Sales Commission	\$	-
61600 Employer Health Ins. Contribution	\$	16,200.00
Total 61000 Salaries and Related Expenses	\$	251,772.36
62000 Fees for Services		
62100 Accounting Fees	\$	23,360.00
62200 Contractor Fee	\$	500.00
62300 Legal Fees	\$	3,500.00
62400 Marketing Intern & Work Study	\$	11,300.00
62500 Program Intern & Work Study	\$	1,500.00
Total 62000 Fees for Services	\$	40,160.00
63000 Advertising, Printing, Promo.		
63100 HOT Advertising	\$	61,000.00
63200 Local Advertising	\$	25,000.00

Total 63000 Advertising, Printing, Promo.	\$	86,000.00
64000 Programs		
64010 ART for Life	\$	15,500.00
64020 Artist Connect	\$	8,000.00
64030 Artist in Residence	\$	7,125.00
64040 Camps & Workshops		
64041 Adult Workshop Expense	\$	110.00
64042 Children Camp Expense	\$	5,500.00
Total 64040 Camps & Workshops	\$	5,610.00
64050 Classes		
64051 Adult Class Expense	\$	550.00
64052 Children Class Expense	\$	1,100.00
Total 64050 Classes	\$	1,650.00
64060 Community Events	\$	400.00
64070 Gallery	\$	6,600.00
64080 Public Art	\$	70,000.00
64090 Red Wasp	\$	2,000.00
64110 Special Exhibits	\$	30,000.00
64130 Programs-Other	\$	1,500.00
Total 64000 Programs	\$	148,385.00
65000 Fundraising		
65100 Boots & BBQ	\$	5,000.00
65200 Celebrate the Arts	\$	50,000.00
65300 Empty Bowls, Jr.	\$	7,500.00
65400 Fundraising - Other	\$	7,500.00
Total 65000 Fundraising	\$	70,000.00
66000 Office Expenses	\$	3,000.00
66100 Information Technology	\$	5,300.00
66200 Postage, Mailing Service	\$	1,200.00
Total 66000 Office Expenses	\$	9,500.00
68000 Occupancy		
68200 Facilities & Equipment Rental	\$	2,200.00
68300 Insurance	\$	15,730.00
68400 Janitorial	\$	11,880.00
68500 Mortgage Expense	\$	28,000.00
68600 Pest Control	\$	550.00
68700 Repairs & Maintenance	\$	7,600.00
68800 Security	\$	1,000.00
68900 Utilities	\$	22,000.00
Total 68000 Occupancy	\$	88,960.00
69000 Mileage		
69100 Travel & In-Region Mileage	\$	2,600.00
Total 69000 Mileage		\$2,600.00
80000 Other expenses		

80010 Artist Commission	\$	6,000.00
80020 Bank Charges	\$	700.00
80030 Donated Goods and Services		
80040 Donor Development		\$5,000.00
80050 Investment Losses	\$	1,575.00
80070 Memberships & Dues	\$	1,575.00
80080 Training & Development	\$	3,375.00
80100 Other Costs	\$	1,000.00
Total 80000 Other expenses	\$	19,225.00
Total Expenditures	\$	1,300,928.76
Net Operating Revenue	\$	10,503.24
Net Revenue	\$	10,503.24

October 27, 2022

Item No. 8.13.

Brazos Valley Economic Development Corp. FY23 Funding

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Brazos Valley Economic Development Corporation for FY23 in the amount of \$350,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

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

Summary: As part of the 2022-2023 budget process, the City Council approved funding for the Brazos Valley Economic Development Corporation in the amount of \$350,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2022-2023 General Fund. The full amount of \$350,000 is to be used for operations and maintenance.

Attachments:

1. Brazos Valley Econ Dev Corp FY23 FA



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300012 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of General Funds with Brazos Valley Economic Development Corporation

Name of Contractor: Brazos Valley Economic Development Corporation

CONTRACT TOTAL VALUE: \$ 350,000

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

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract was approved in the FY23 Budget and is available in the General Fund.

Budget Code: 10019100-6720 GF-ND-Exp-Nonoper-Contrib

CRC Approval Date*: N/A *(if required)** **Council Approval Date*:** 10/13/2022 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of promoting and facilitating activities that enhance the economic base of College Station through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing; and

WHEREAS, Agency through its purpose shares this common goal with the City; and

WHEREAS, the City desires to assist Agency promoting economic development; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Brazos Valley Economic Development Corporation, a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 Agency is responsible for promoting and facilitating activities that enhance the economic base of Brazos County through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 CENTS (\$350,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2022 to September 30, 2023**. Payment will be made in eleven monthly installments of **\$29,166.67** and the twelfth payment will be **\$29,166.63**.

3.2 Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other

documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available

to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2022 and terminates at midnight October 31, 2023. However, the program period shall begin October 1, 2022 and terminates at midnight September 30, 2023. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

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

8.3 Types. Agency shall have the following types of insurance:

- (a)** Commercial General Liability.
- (b)** Business Automobile Liability; and
- (c)** Workers' Compensation/Employer's Liability.

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

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better 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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude 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.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better 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.

8.7 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee, or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection.

Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Brazos Valley Economic Development
1716 Briarcrest Drive, Suite 714
Bryan, Texas 77802

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

**BRAZOS VALLEY ECONOMIC
DEVELOPMENT CORPORATION**

CITY OF COLLEGE STATION

By:_____

Printed Name:_____

Title:_____

Date:_____

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

Brazos Valley Economic Development Corporation

Balance Sheet As of July 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	\$2,478,799.36
Accounts Receivable	
1200 Accounts Receivable	88,083.32
Total Accounts Receivable	\$88,083.32
Other Current Assets	
1210 Prepaid Expenses	9,625.86
Total Other Current Assets	\$9,625.86
Total Current Assets	\$2,576,508.54
Fixed Assets	
1400 Fixed Assets	
1405 Furniture, Fixtures & Eqpt.	110,256.54
1490 Accumulated Depreciation	-85,368.00
Total 1400 Fixed Assets	24,888.54
Total Fixed Assets	\$24,888.54
TOTAL ASSETS	\$2,601,397.08
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	15,074.30
Total Accounts Payable	\$15,074.30
Credit Cards	\$9,577.29
Other Current Liabilities	
2001 Accrued Expenses	8,500.00
2020 Accrued Compensated Absences	12,662.53
Total Other Current Liabilities	\$21,162.53
Total Current Liabilities	\$45,814.12
Total Liabilities	\$45,814.12
Equity	\$2,555,582.96
TOTAL LIABILITIES AND EQUITY	\$2,601,397.08

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

Brazos Valley Economic Development Corporation

Budget vs. Actuals: FY22 Budget - FY22 P&L

October 2021 - July 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4100 Brazos County - OP	291,666.60	291,666.66	-0.06	100.00 %
4101 City of Bryan - OP	291,666.60	291,666.68	-0.08	100.00 %
4102 City of College Station - OP	291,666.62	291,666.68	-0.06	100.00 %
4103 TAMU Partnership	350,000.00	350,000.00	0.00	100.00 %
4104 Invest Brazos Valley	319,625.00	250,000.00	69,625.00	127.85 %
4119 International Gateway	18,007.50	12,500.00	5,507.50	144.06 %
4124 Business Summit	2,328.55	41,666.68	-39,338.13	5.59 %
4185 TCE - Mkt	74,000.00	50,000.00	24,000.00	148.00 %
4200 Interest Income - Operating	3,046.03	2,083.32	962.71	146.21 %
Total Income	\$1,642,006.90	\$1,581,250.02	\$60,756.88	103.84 %
GROSS PROFIT	\$1,642,006.90	\$1,581,250.02	\$60,756.88	103.84 %
Expenses				
5000 Meeting Expenses	5,137.95	4,166.68	971.27	123.31 %
5010 Conferences/Training	20,208.43	18,333.32	1,875.11	110.23 %
5100 Memberships	39,683.78	40,833.32	-1,149.54	97.18 %
5200 Technology	18,008.37	30,000.00	-11,991.63	60.03 %
5300 Professional Services	37,328.84	43,333.32	-6,004.48	86.14 %
5400 Office Expenses	78,607.62	83,518.32	-4,910.70	94.12 %
5500 Posting & Shipping	95.85	416.68	-320.83	23.00 %
5550 Printing Costs		833.32	-833.32	
5600 Administration Costs	575,276.55	680,764.18	-105,487.63	84.50 %
5700 Bus Dev/Mtkg-Hunting	507,736.37	555,833.36	-48,096.99	91.35 %
5900 Business Ins	1,517.00	2,916.68	-1,399.68	52.01 %
5970 Strategic Plan Implementation		41,666.68	-41,666.68	
Total Expenses	\$1,283,600.76	\$1,502,615.86	\$ -219,015.10	85.42 %
NET OPERATING INCOME	\$358,406.14	\$78,634.16	\$279,771.98	455.79 %
Other Expenses				
5999 Contingency		20,300.82	-20,300.82	
8328 Incentives & Other Exp	13,000.00		13,000.00	
Total Other Expenses	\$13,000.00	\$20,300.82	\$ -7,300.82	64.04 %
NET OTHER INCOME	\$ -13,000.00	\$ -20,300.82	\$7,300.82	64.04 %
NET INCOME	\$345,406.14	\$58,333.34	\$287,072.80	592.12 %

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

Brazos Valley Economic Development Corporation

A/R Aging Summary

As of July 31, 2022

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Amarillo National Bank			5,000.00			\$5,000.00
Brazos County	29,166.66					\$29,166.66
Cervantez Construction	250.00					\$250.00
City Bank	2,500.00					\$2,500.00
City of Bryan	29,166.66					\$29,166.66
Exosent Engineering, LLC				2,500.00		\$2,500.00
Heuristech USA	1,500.00					\$1,500.00
Johnson Controls, Inc.	2,500.00					\$2,500.00
Michael Best & Friedrich LLP				2,500.00		\$2,500.00
Oldham Goodwin Group, LLC	500.00					\$500.00
Safe Tech				5,000.00		\$5,000.00
SpawGlass	2,500.00					\$2,500.00
Twin City Endowment	5,000.00					\$5,000.00
TOTAL	\$73,083.32	\$0.00	\$5,000.00	\$10,000.00	\$0.00	\$88,083.32

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

Exhibit B
Narrative Summary of Activity Report



BUDGET NARRATIVE FOR THE CITY OF COLLEGE STATION - FY 2022-2023

SUMMARY

The attached budget for FY 2022-2023 represents no increase in the budget request from our Category I Funding Partners of \$350,000 each. The Category I Funding Partners for 2020-2021 were the Cities of College Station and Bryan as well as Brazos County and Texas A&M University.

Invest Brazos Valley (IBV) income is a projection of anticipated income from the private sector due to re-engagement of private sector industry and business. This \$300,000 is consistent with the 2021-2022 budget year.

The Board of the Brazos Valley Economic Development Corporation has supported replenishing the economic development (ED) fund. Anticipated contributions to the ED fund are projected to be the same from 2021-2022 to 2022-2023.

Payroll and all associated costs for personnel for 2022-2023 were originally budgeted slightly higher than they were in 2021-22, however there are two current vacancies and a third pending board approval that we hope to be filled soon. The two current vacant positions are noted on the attached organizational chart, but the total three positions are included in the FY23 proposed budget and will not increase the budgeted expenditures from 2021-2022.

FUTURE PROJECTIONS

The Brazos Valley Economic Development Corporation does not expect to increase its request for funding in the years 2024 and 2025.

Our approach is to work collaboratively with both cities, the County, Texas A&M University, and other educational partners on economic growth by retaining the businesses we have and expanding those businesses and seeking in cooperation with our partners targeted businesses that the community would like to recruit. Our work will continue with the Small Business Development Association and a concerted effort for coordination with all business-related entities in the community.

In the era defined by the post COVID-19 pandemic, we know that our work as economic developers is more imperative than ever as our region recovers from the effects of the ongoing pandemic. We consider it a privilege to work with each of our government partners on this effort.

Exhibit C
Performance Measures



NARRATIVE

Activities of Brazos Valley Economic Development Corporation (APR-JUN 2022)
Due July 31, 2022

SUMMARY

- Launch: Coordinated with 2 startup companies considering local operations
- Grow: Met with 5 existing companies working on expansion projects
- Locate: Met with 14 unique companies considering a Brazos Valley location
- Business Recruitment Visits: 7
- Proposals developed in response to requested information: 23
- Business Retention Expansion contacts: 22 (meetings and phone calls)
 - April: 6
 - May: 10
 - June: 6
- Projects Closed-Won: 4 (Matica Biotechnology, Orthodyne, Exosent Engineering, Exothermix)
 - New Jobs from Closed Projects: 63
 - New CAPEX from Closed Projects: 8.5M
- New Invest Brazos Valley memberships: 3

EXECUTIVE MANAGEMENT

- Coordinated agenda and backup information for monthly BVEDC Executive Committee and Board of Directors meetings
- Continued implementation of the BVEDC Economic Development Strategic Plan (in 5th year of 5-year plan), including staff discussion on options for a new plan
 - Hosted BVEDC Officer retreat to discuss direction of the BVEDC, including options for a new strategic plan
- Continued coordination with Texas A&M Private Enterprise Research Center to publish a monthly Economic Indicators and Business Cycle Index Report
- Presented FY21 Compliance Report to BVEDC Board of Directors developed by Ryan LLC
 - Coordinated dates to present findings to community partners
- Presented FY21 Final Audit & Financial Statements to BVEDC Board of Directors
- BVEDC Business Development team attended 2022 TEDC Mid-Year Conference
- Attended the 2022 BIO International Convention to recruit companies and engage site selector services

- Continued serving as the statewide community partner to Texas A&M Engineering Experiment Station (TEES) for the DOD-grant funded project, Texas Defense Aerospace Manufacturing Community (TDAMC)
- Proactively recruiting companies and building relationships using Site Selectors Guild and Consultants Forum
- Staff planning day and annual personnel performance reviews completed

BUSINESS DEVELOPMENT

- Lead Generation
 - Direct company outreach
 - Engaged directly with # targeted companies to explore Brazos Valley projects
 - International
 - Attended Foreign Trade Mission by Belgium's Wallonia Export-Investment Agency (AWEX)
 - Hosted community visit with Israel Ministry of Defense, SIBAT, including discussion for a defense delegation mission to bring several companies
 - Innovation/Entrepreneurship
 - Ongoing coordination with Texas A&M Engineering Experiment Station, DesignSpark Innovation Center, Texas A&M University's McFerrin Center for Entrepreneurship, and Brazos Valley Small Business Development Center
- Business Retention/Expansion Outreach & Invest Brazos Valley
 - Engaged 22 existing businesses (meetings & phone calls)
 - April: 6
 - May: 10
 - June: 6
 - Gained 3 Invest Brazos Valley members (\$5,500 added investment)
 - Bank of Bryan/College Station
 - FluxWorks
 - SpawGlass
 - Hosted IBV Quarterly Meeting at RELLIS Campus with a tour of the campus and TDAMC discussion
 - Hosted several IBV orientation breakfasts for members
 - IBV Numbers as of Jun 30, 2022:
 - Cash Collected Fiscal YTD: 256,250
 - FY22 Cash Committed: 354,000
 - FY In-Kind Committed: 22,000
 - FY22 Total IBV Committed: 376,000
 - FY22 Budgeted Income: 300,000

- Partner & Community Outreach and Meetings
 - Monthly Active Project Workgroup meeting to review project leads and coordinate responses with economic development staff (City of Bryan, City of College Station, Brazos County, and Texas A&M University)
 - Briefings to local governmental and academic partners (Mayors, Judge, City Managers, County Attorney, TAMU Leadership)
 - Briefings to the Governor's Office, Senator Schwertner, Representative Raney and Representative Kacal
 - Monthly coordination meetings with TAMUS-RELLIS Campus leadership
 - Bi-Weekly TDAMC planning meetings
 - Business Development team attend
 - Matica Biotechnology Grand Opening
 - 2022 Patent & Innovation Awards luncheon
 - B/CS Chamber of Commerce D.C. FLAP Trip
 - B/CS Chamber of Commerce Legislative Affairs Committee
 - B/CS Chamber of Commerce Transportation Committee
 - B/CS MPO Technical Advisory Committee meetings
 - Brazos Valley Council of Governments Workforce Board Meeting
 - Make Safe Tech National Advisory Committee meetings
 - B/CS Sister Cities International board meetings
 - Greater Houston Partnership visit with Texas A&M University
 - Traveled to South Korea with Community Leaders for Project Blue Chip 2021 and other projects
 - Traveled the Lone Star Express with TxEDC & BNSF
 - TEES Advisory Board
 - Brazos Valley Hotel Association board meetings
 - SBIR Business Executive Commercialization Plan Panel
 - SecureAmerica Threatcasting Event (TDAMC)
 - Texas Manufacturing Renaissance Event (TDAMC)
 - Texas Healthcare & Bioscience Institute President's meetings
 - National Security Innovation Council Monthly Meetings
 - Texas A&M New Ventures Competition
 - BISD School Board Meetings
 - RELLIS: 5G Testbed Launch & Administration
 - Bryan & Brazos County Economic Development Funding Board Meetings
 - Bryan Rotary 10 Awards
 - DOD Securing Defense Summit (TDAMC)

MARKETING & COMMUNICATIONS

- Website
 - Continued updating information and images throughout the BVEDC's recently-launched site, including building new pages for area business parks

- News stories posted (subsequently pushed out on social media):
 - April: 0
 - May: 4
 - June: 6
- New editions of the “Economic Indicators of the College Station-Bryan MSA” report were added monthly
- Social Media
 - Twitter posts (tweets and retweets):
 - April: 21
 - May: 39
 - June: 22
 - LinkedIn posts
 - April: 14
 - May: 17
 - June: 10
 - Facebook posts:
 - April: 12
 - May: 17
 - June: 15
 - Ran a Facebook ad campaign in the immediate vicinity of the San Diego site of the 2022 BIO International Convention, at which we had representation
- Local Media Coverage
 - KRHD talked with President/CEO Matt Prochaska about College Station being named “best college town in Texas” in a recent rankings (April 27)
 - KAGS, KBTX, KRHD, The Eagle and WTAW covered the grand opening of Matica Biotechnology’s GMP facility (May 3 and 4)
 - The Eagle covered the Texas A&M New Ventures Competition and the BVEDC’s involvement (May 22)
 - KBTX (May 23) and The Eagle (May 27) covered the May 2022 edition of “Economic Indicators”
 - WTAW covered Bryan ISD trustee discussions and decisions regarding a pair of BVEDC projects (May 24)
 - KBTX (June 8) talked with Matt Prochaska regarding the COVID vaccine being manufactured in the Brazos Valley
 - KBTX (June 20) covered the June 2022 edition of “Economic Indicators”

Exhibit D
Certificates of Insurance



BRAZVAL-35

CTREJO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2022

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 Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME: Carina Barnes	
	PHONE (A/C, No, Ext): (979) 764-8444 FAX (A/C, No): (979) 764-7603	
	E-MAIL ADDRESS: ctrejo@dextercompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURED Brazos Valley Economic Development Corporation 1716 Briarcrest Dr Suite 714 Bryan, TX 77802	INSURER B : United States Liability Insurance Group	25895
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			61SBAIV0359	6/22/2022	6/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			61SBAIV0359	6/22/2022	6/22/2023	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 \$ 10,000			61SBAIV0359	6/22/2022	6/22/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Office			NDO1554202J	6/22/2022	6/22/2023	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording. Waiver of Subrogation provided on the General Liability and Worker's Compensation policies only when there is a written contract between the named insured and the certificate holder that requires such status. 30 days notice of cancellation included.

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Ave College Station, TX 77840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



BRAZVAL-05

CBILSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2022

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 Cravens Warren Insurance Agency, Inc. 10011 W. Gulf Bank Rd. Houston, TX 77040	CONTACT NAME: PHONE (A/C, No, Ext): (713) 690-6000 FAX (A/C, No): (713) 690-6020 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Texas Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED G&A Outsourcing, LLC dba G&A Partners 17220 Katy Frwy; Suite 350 Houston, TX 77094	NAIC # 22945

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	X	0001076234	2/23/2022	3/1/2023	☒ 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)
Form WC 42 03 11, Texas Professional Employer Organization (PEO) Endorsement, extends coverage to the covered employees of Brazos Valley Economic Development Corporation, the client of the Named Insured.

The Workers Compensation policy includes 30 Days Notice of Cancellation in favor of Certificate Holder; where required by written contract; per Form WC 42 06 01.

The Workers Compensation policy includes Form #WC4203 04 B Texas Waiver of Our Right to Recover From Others Endorsement in favor of certificate holder SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn. Risk Management P. O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>C. Michael Schmidt</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Cravens Warren Insurance Agency, Inc.		NAMED INSURED G&A Outsourcing, LLC dba G&A Partners 17220 Katy Frwy; Suite 350 Houston, TX 77094	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
where required by written contract.

Policy includes Form #WC4203 04 B Texas Waiver of Our Right to Recover From Others Endorsement in favor of certificate holder
where required by written contract.



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 11
Insured copy

Texas Professional Employer Organization (PEO) Endorsement

This endorsement provides coverage for your covered employees to the client shown in the Schedule below.

This endorsement applies only if attached to a policy issued in your name as the primary insured, and only with respect to your client's and your covered employees under a professional employer services agreement between you and your client shown in the Schedule below.

Certain words and phrases in this endorsement are defined as follows:

Client means any person who enters into a professional employer services agreement with a PEO.

Coemployment relationship means a contractual relationship between a client and a PEO that involves the sharing of employment responsibilities with, or allocation of employment responsibilities to, covered employees in accordance with the professional employer services agreement and Texas Labor Code, Chapter 91.

Professional Employer Organization (PEO) means a business entity that offers professional employer services.

Covered employee means an individual having a coemployment relationship with a PEO.

Direct employee means an individual who is employed by a PEO or a client and does not have a coemployment relationship with a PEO.

Professional Employer Services Agreement means a contract between a PEO and a client that includes details of the coemployment relationship.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) apply to your covered employees to the client shown in the Schedule below. Under Part One, we will reimburse you for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Under Part Two, the limits of our liability apply jointly to you and the client. Our duty is to provide a single defense for you and the client on a claim, proceeding, or suit for damages payable under this insurance.

The coverage afforded by this endorsement is not intended to satisfy the client's duty to secure its obligations under the workers compensation law for its direct employees.

If this policy is cancelled, we will send notice of such cancellation to you. You must notify each client by certified mail within three days of receipt of such notice.

Premium will be charged for covered employees of the client shown in the Schedule below. To satisfy your obligations under Part Five (Premium), C.2, you must maintain and furnish to us a complete payroll record by client for these covered employees.

Part Four (Your Duties If Injury Occurs) applies to you and to the client. The client will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 11
Insured copy

Schedule

Client name

Client ID

Locations

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/23/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 2/23/22

Issued to: G & A OUTSOURCING INC

DBA: G & A PARTNERS

This is not a bill

NCCI Carrier Code: 29939

Authorized representative

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/23/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 2/23/22

Issued to: G & A OUTSOURCING LLC

DBA: G & A PARTNERS

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

1/28/22

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/23/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 2/23/22

Issued to: G & A OUTSOURCING LLC

DBA: G & A PARTNERS

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

1/28/22

October 27, 2022
Item No. 8.14.
Keep Brazos Beautiful FY23 Funding

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY23 in the amount of \$46,730.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

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

Summary: As part of the 2022-2023 budget process, the City Council approved funding for Keep Brazos Beautiful in the amount of \$46,730.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2022-2023 Solid Waste Fund: \$34,990 is to be used for the operations and maintenance, and \$11,740 is to be used for reimbursable expenses for community enhancement projects, events administered by Keep Brazos Beautiful, such as their Annual Awards Gala, Texas Trash-Off and other public landscape and litter-abatement projects.

Attachments:

1. Keep Brazos Beautiful FY23 FA



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300019 PROJECT#: N/A BID/RFP/RFQ#: NA

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of Solid Waste Funds with Keep Brazos Beautiful

Name of Contractor: Keep Brazos Beautiful, Incorporated

CONTRACT TOTAL VALUE: \$ 46,730

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

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract was approved in the FY23 Budget and is available in the Solid Waste Fund.

Budget Code: 52149100-6720 San-ND-Exp-Nonoper-Contrib

CRC Approval Date*: N/A **Council Approval Date*:** 10/13/2022 **Agenda Item No*:** _____
(If required)*

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF SOLID WASTE FUNDS WITH
KEEP BRAZOS BEAUTIFUL, INCORPORATED**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **KEEP BRAZOS BEAUTIFUL, INC** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of improving the environment of the community via litter abatement, beautification, and public education; and

WHEREAS, Agency through its purpose shares this common goal with the City; and

WHEREAS, the City desires to assist Agency in providing litter abatement and community enhancement efforts; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means Keep Brazos Beautiful, Incorporated, a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 Agency shall promote and facilitate activities that enhance the beautification of the local area through education, community events, and litter abatement programs in the City of College Station. Agency agrees that no more than **THIRTY-FOUR THOUSAND NINE HUNDRED AND NINETY DOLLARS AND NO/100 DOLLARS (\$34,990.00)** from the City of College Station shall be spent for general operations of Agency to conduct such programs.

2.2 Agency shall provide pass-through funding for the Community Enhancement Grant, which includes several events and public landscape projects. Event and project proposals shall be submitted to City in writing for approval. Upon written approval from City, Agency shall implement and complete the Community Enhancement project according to the requested timeline. Agency agrees that no more than **ELEVEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$11,740.00)** from the City of College Station shall be spent for Community Enhancement projects. Agency shall implement the following projects:

(a) **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00)** of Community Enhancement funding shall be used to support contracted commitments of community enhancement to local gateways, parks and other projects. Agency shall coordinate and obtain approval of each project from the City Manager or his delegate prior to implementing project. Such projects shall be submitted for approval as stated in 2.2 above.

(b) **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)** of Community Enhancement funding shall be used for the purchase of supplies, equipment, and services for the annual Don't Mess With Texas Trash-Off event.

(c) **THREE THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$3,240.00)** of Community Enhancement funding will be used to support the Annual Awards Gala through event sponsorship and table purchase for City staff and award recipients.

(d) **FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00)** of Community Enhancement funding will be used for the purchase of supplies, equipment, and services for the Wildflower Seeds project.

2.3 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **FOURTY- SIX THOUSAND SEVEN HUNDRED AND THIRTY AND NO/100 DOLLARS (\$46,730.00)** to be paid as follows:

(a) The total amount of **THIRTY-FOUR THOUSAND NINE HUNDRED AND NINETY DOLLARS AND NO/100 DOLLARS (\$34,990.00)** shall be paid from the City's Solid Waste Fund for the general operations of Agency. Payments will be made in four (4) quarterly installments of **\$8,747.50**. These appropriated funds shall be used during the period of October 1, 2021 to September 30, 2022.

(b) The total amount of **ELEVEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$11,740.00)** shall be paid from the City's Solid Waste Fund for Community Enhancement Projects approved in writing in advance by City:

(1) Agency shall submit invoice to City requesting payment for public landscape and community enhancement projects. Payment(s) shall be made within thirty (30) days of receipt of invoice.

(2) Agency shall submit invoice to City requesting payment for the purchase of supplies, equipment and services for the Don't Mess With Texas Trash-Off event. Payment shall be made within thirty (30) days of receipt of invoice.

(3) Agency shall submit invoices to City requesting payment for Annual Awards Gala related expenditures. Payment shall be made within thirty (30) days of receipt of invoice.

(4) Agency shall submit invoices to City requesting payment for Wildflower Seeds project related expenditures. Payment shall be made within thirty (30) days of receipt of invoice.

3.2 Funding will also be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

3.4 Other limitations regarding consideration.

(a) It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

(b) City may withhold further allocations if City determines that Agency's expenditures deviate materially from their Statement of Work or if the reports required herein are not submitted in a complete and timely manner.

(c) Funding from the City may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2022 and terminates at midnight October 31, 2023. However, the program period shall begin October 1, 2022 and terminates at midnight September 30, 2023. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

(a) For Convenience. This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.

- (b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period
 - (3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

- (a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:
 - (1) The termination of the legal existence of Agency.
 - (2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.
- (b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:
 - (1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

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

8.3 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

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

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better 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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude 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.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better 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.

8.7 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

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

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

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

Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Keep Brazos Beautiful, Incorporated
Attn: Allison Batte Executive
Director
1713 Broadmoor Dr. Ste. 302 Bryan,
TX 77802

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

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

List of Exhibits:

- A.** Statement of Financial Position
- B.** Narrative Summary of Activity
- C.** Performance Measures
- D.** Certificates of Insurance

KEEP BRAZOS BEAUTIFUL, INC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

KEEP BRAZOS BEAUTIFUL, INC.

Balance Sheet

As of September 13, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Cash - Wells Fargo checking	0.00
Prosperity Bank Checking - 8571	91,689.45
Prosperity Bank MMA - 2504	46,408.58
Square	0.00
Total Bank Accounts	\$138,098.03
Accounts Receivable	
Accounts Receivable	-900.00
Total Accounts Receivable	\$ -900.00
Other Current Assets	
1499 Undeposited Funds	0.00
Unearned Tree Sales	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$137,198.03
Fixed Assets	
Furniture and equipment	0.00
Accumulated Depreciation	-7,202.00
Original Cost	7,202.00
Total Furniture and equipment	0.00
Total Fixed Assets	\$0.00
TOTAL ASSETS	\$137,198.03
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts payable	750.00
Total Accounts Payable	\$750.00
Other Current Liabilities	
Accounts payable other	0.00
Accrued benefits payable	0.00
Accrued Wages & Taxes	0.00
Direct Deposit Liabilities	0.00
Direct Deposit Payable	0.00
Health Insurance Payable	0.00
Payroll Liabilities	0.00
Federal Taxes (941/944)	50.07
TX Unemployment Tax	0.00

KEEP BRAZOS BEAUTIFUL, INC.

Balance Sheet

As of September 13, 2022

	TOTAL
Total Payroll Liabilities	50.07
Retirement payable	0.00
Total Other Current Liabilities	\$50.07
Total Current Liabilities	\$800.07
Total Liabilities	\$800.07
Equity	
3000 Opening Bal Equity	0.00
Net Assets	0.00
Permanently Restricted	0.00
Temporarily restricted	0.00
Unrestricted	0.00
Total Net Assets	0.00
Unrestricted net assets	134,120.60
Net Income	2,277.36
Total Equity	\$136,397.96
TOTAL LIABILITIES AND EQUITY	\$137,198.03

KEEP BRAZOS BEAUTIFUL, INC.

Profit and Loss

October 1, 2021 - September 13, 2022

	TOTAL
Income	
1XX Pledged Support	
10X Program Support	
101 Brazos County	15,000.00
102 City of Bryan	30,000.00
103 City of College Station	26,242.50
Total 10X Program Support	71,242.50
Total 1XX Pledged Support	71,242.50
3XX Estimated Income	
30X Donations	
301 Individual	8,696.64
Total 30X Donations	8,696.64
31X Interest	60.87
Total 3XX Estimated Income	8,757.51
4XX Dependent on Program Success	
40X Awards Luncheon	
402 Tickets/Table Purchases	-90.00
Total 40X Awards Luncheon	-90.00
430 Tree Sale	3,543.60
Total 4XX Dependent on Program Success	3,453.60
Total Income	\$83,453.61
GROSS PROFIT	\$83,453.61
Expenses	
6XX Operational Expense	1,527.11
60X Board/Networking	119.80
601 Insurance - Liability & BOD	1,567.55
602 Board Training & Travel	194.72
603 Dues & Memberships	520.00
604 Meeting Expenses	1,466.42
Total 60X Board/Networking	3,868.49

KEEP BRAZOS BEAUTIFUL, INC.

Profit and Loss

October 1, 2021 - September 13, 2022

	TOTAL
62X Office	103.48
621 Rent/Storage	11,550.00
622 Telephone	816.20
623 Website/Internet	5,049.01
624 Professional Services	6,135.00
625 Equipment	724.22
626 Supplies	643.52
628 Postage	960.00
629 Maintenance	11.90
630 Miscellaneous Expenses	188.96
631 Promotional Items	243.56
632 Intern Appreciation	55.02
Total 62X Office	26,480.87
65X Staff	
651 Staff Salary	36,741.04
653 Payroll Taxes	2,810.71
654 Worker's Comp Insurance	1,000.79
656 Prof. Development & Travel	372.06
Total 65X Staff	40,924.60
Processing Fees	47.60
Total 6XX Operational Expense	72,848.67
7XX-9XX Program Expenses	
7XX Required Programs	
70X Education Program	
703 Scholarship	6,000.00
Total 70X Education Program	6,000.00
74X Litter Prevention Programs	
744 Litter Toolkit	233.18
Total 74X Litter Prevention Programs	233.18
780 Awards Ceremony Expense	971.29
781 Brazos Valley Earth Day	
810f Program Advertising	50.00
Total 781 Brazos Valley Earth Day	50.00
Total 7XX Required Programs	7,254.47
9XX Programs Funded by Surplus	
903 Recycle Fair	23.11
Total 9XX Programs Funded by Surplus	23.11
Total 7XX-9XX Program Expenses	7,277.58
Operational Expenses	0.00

KEEP BRAZOS BEAUTIFUL, INC.

Profit and Loss

October 1, 2021 - September 13, 2022

	TOTAL
Unapplied Cash Bill Payment Expense	1,050.00
Total Expenses	\$81,176.25
NET OPERATING INCOME	\$2,277.36
NET INCOME	\$2,277.36

Exhibit B
Narrative Summary of Activity Report



March 11, 2022

Debra Matthews
City of College Station
1101 Texas Ave.
College Station, TX 77842

Dear Debra,

Keep Brazos Beautiful, Inc. (KBB) appreciates the sustained partnership we have had with the City of College Station for many years. KBB is proud to unite with The City to promote our shared vision, and to support our mission to educate and engage local citizens to keep our community clean, green and beautiful. It is our goal to improve the economic vitality, safety, health and the quality of life of our community at minimal cost to all tax payers. This budget transmittal letter provided explains our request for funding, for the fiscal year 2022-23, and provide a brief synopsis of our accomplishments and goals.

2021-22 Activity

The 2021-22 year brought a drive to continue the work we faithfully completed in prior years. We are interviewing for a new Executive Director and will find someone who has a fresh vision for programs that we think would benefit our community. We are refining our organizational structure and continue to see the benefits of splitting the full-time Executive Director position with a group of nine (9) Texas A&M Interns.

With the help of our board, we made great accomplishments this year. All of our existing programs continued to grow, and we rolled out a few new programs that will be successful. We anticipate this trend to continue.

**1713 Broadmoor Dr., Ste 302
Bryan, TX 77802
(979) 775-3569
www.keeptexasbeautiful.org**

Executive Committee

John Burescia, President
Cadilyn McLean, Vice President
Dwayne Raymond, Past President
Matthew Flori, Secretary
Jonathan Pawlak, Treasurer
Kyle McCain, City of Bryan
Caroline Ask, City of College Station
Nancy Berry, Brazos Co.

Directors

Nancy Dee Davis
Priscilla Garcia
Ron Schmidt
Bobby Mirza
Afshan Mirza
Jesse Carswell
Manuelita Ureta
Destinee Stone

**A Certified Affiliate of
Keep America Beautiful & Keep
Texas Beautiful**

YTD Program Recap (October 2021 through March 2022)

- Community Tree sale in October 2021
- Texas Arbor Day November 2021
- Wildflower seed planting in October 2022 by TxDot
- KBB Board Retreat, January 2022
- Texas Trash Off in April 2 2022
- Brazos Valley Earth Day, scheduled for April 2022
- College Station Demo Garden revitalization, May 2022
- Ongoing litter tool box program with seven (7) park cleanups conducted through March 2022
- Classroom presentations tied to our educational curriculum, including a Monarch education program to compliment the Monarch Initiative.

Upcoming Programs (April 2022 through September 2023)

- Keep Texas Beautiful April 2022
- Texas A&M Earth Day April 2022
- KTB Conference, June
- Annual Awards Luncheon, August 17, 2022

2022-23 Goals

We are excited to continue participating in the Memorial Tree Program, Texas A&M Earth Day, Texas Trash Off, our Community Tree Sale, the demonstration garden, the annual wildflower seed project, and Annual Awards Luncheon in August 2022. These programs were successful in past years, and serve as an excellent opportunity to engage the community and promote our vision that a clean and beautiful community helps to improve the economic vitality, health, safety, and quality of life for everyone.

With the addition of a new Executive Director, we also intend to add significantly to our Beautification, Educational and Recycling programs. We will continue to educate and engage the Brazos County citizens who keep our city Clean, Green and Beautiful through increased time spent educating students in our schools, additional grant and scholarship programs, new adult education programs, reinstating the Yard of the Month program, and participating in events such as Earth Day, Texas Arbor Day, America Recycles Day, and First Friday in Bryan.

2022-23 Funding Request

Our community benefits from the partnership between the City of College Station and Keep Brazos Beautiful through numerous education, beautification, and recycling programs during the tenure of our partnership. It is our belief that our organization benefits by producing a better quality of life to our citizens. Continued support of governmental agencies such as Brazos County, the City of Bryan and the City of College Station, as well as local businesses, civic organizations, and citizens who understand the benefits we bring to our community are vital to our mission.

As the only local non-profit agency committed to life-enhancing issues of environmental quality, we are asking for your continued support for our operations and programs. In order to meet the goals we have outlined for 2022-23, we are requesting a total of **\$46,730** in funding from the City of College Station. This amount is the same as was requested last year.

On behalf of the Board of Directors at Keep Brazos Beautiful, we would like to extend our application for your consideration. We assure you that we are committed to maximizing your investment through a commitment to our goals and tight controls over spending.

John Burescia
Keep Brazos Beautiful
President

Exhibit C
Performance Measures

Performance Measure Report: City of College Station FY 2021-2022

Keep Brazos Beautiful, Inc. Programs & Projects

	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		15 - '16 Total	
Programming Numbers	Proposed	Actual	Proposed	Actual	Proposed	Actual	Proposed	Actual	Proposed	Actual
Litter Prevention & Cleanup Programs										
School Campus Clean Ups	3	0	5		5		0		13	
Number of Volunteers for Great American Cleanups	0	0	0		1000		0		1000	
Number of Volunteers for Texas Trash Off	0	0	0		300		0		300	
Litter Tackle Box cleanups	4	15	4		4		4		16	
Number of Litter Tackle Box Volunteers	60	330	60		60		60		240	
Litter Index Volunteers	7	4	0		0		12		12	
Volunteer Hours Served	300	37	250		2000		150		2700	
Community Education & Public Awareness										
Classroom Presentations	17	0	17		17		9		60	
Attendance at Classroom Presentations	289	0	289		289		135		1002	
Youth Group/Clubs Meetings, Events & Presentations	10	0	7		10		4		31	
Attendance at Youth Group/Club Presentations	150	0	105		300		45		600	
Teacher & Youth Educator Trainings/Presentations	0	0	1		1		1		3	
Attendance at Teacher Trainings/Presentations	0	0	15		15		20		50	
TAMU Earth Day Attendance	0	0	0		5000		0		5000	
Volunteers for TAMU Earth Day Celebration	0	0	0		150		0		150	
Community Outreach Presentations	3	1	8		12		5		28	
Attendance at Community Outreach Presentations	500	0	500		4500		200		5700	
Community Beautification, Conservation, & Awards Programs										
Memorial TREES Planted	5	10	1	0	5		0		10	
Other Trees Planted	1000***	500	0	0	0		0		1000***	
Community Tree & Landscape Maintenance Projects	1	0	1		2		1		6	
Volunteers for Tree/Landscape Projects/Events	25	0	30		60		15		155	
Number of Sites Landscaped / Beautified	1	0	5		2		1		10	
Volunteers for Tree & Landscape Planting & Maintenance	25	0	150		60		20		280	
Trees Donated to Community	25/T	500	25/T		0		0		50/T	
Flowers Planted	50	0	0		100		0		150	
Pounds Wildflower Seed Planted	100	0	0		0		0		100	
Attendance Wildflower Planting Events	25	0	0		0		0		25	
Arbor Day Attendanc	0	3	0		25*		0		25*	
Awards Presented	6	0	6		26		6		43	
Volunteer Hours Served	250	30	125		2500		125		3000	
Additional Community Outreach and Volunteers										
Volunteer Hours Served by Interns, Board Members, Staff	0	67	0		0		0		0	
Collaborative Efforts & Partnerships with local civic groups	0	0	0		0		0		0	
	0		0		0		0		0	

Exhibit D
Certificates of Insurance



KEEPBRAZ-1

EVELYN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2022

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 Anco Insurance PO Box 3889 Bryan, TX 77805	CONTACT NAME: Evelyn Stein, ACSR	
	PHONE (A/C, No, Ext): (979) 774-6212 FAX (A/C, No): (979) 774-5372	
	E-MAIL ADDRESS: stein@anco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Keep Brazos Beautiful Inc
1713 Broadmoor Dr Suite 302
Bryan, TX 77802

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:			61SBAAN1XDB	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED NON OWNED \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	0001224531	5/24/2022	5/24/2023	☒ 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 listed as Additional Insured on the General Liability policy as required by written contract. Waiver of Subrogation is provided in favor of Certificate Holder as respect to the General Liability and Workers Compensation policies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of College Station
Attn: Risk Management
P.O. Box 9960
College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

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

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

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

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Unmanned aircraft" means an aircraft that is not:
- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
24. "Volunteer worker" means a person who:
- a. Is not your "employee";
 - b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
25. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 5/24/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001224531 of Texas Mutual Insurance Company effective on 5/24/22

Issued to: KEEP BRAZOS BEAUTIFUL INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

5/25/22

October 27, 2022

Item No. 8.15.

Memorial for All Veterans of the Brazos Valley FY23 Funding

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY23 in the amount of \$30,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

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

Summary: As part of the 2022-2023 budget process, the City Council approved funding for the Memorial for All Veterans of the Brazos Valley in the amount of \$30,000. The funding is for the design of two statues: China Relief Expedition of 1900 & Mexican Border Service 1916-1917.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2022-2023 Hotel Occupancy Tax Fund. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Memorial for all Veterans of the Brazos Valley budget is included in the Attachments.

Attachments:

1. Veterans Memorial FY23 FA
2. Veterans Memorial FY23 Budget



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300018 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of Hotel Tax with Memorial for All Veterans of the Brazos Valley

Name of Contractor: Memorial for All Veterans of the Brazos Valley D/B/A Brazos Valley Veterans Memorial

CONTRACT TOTAL VALUE: \$ 30,000 **Grant Funded** ☐ Yes ☒ No
If yes, what is the grant number:

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Funding for this contract was approved in the FY23 Budget and is available in the HOT Fund.

Budget Code: 31219100-6720 HOT-ND-Exp-Nonoper-Contrib

CRC Approval Date*: N/A **Council Approval Date*:** 10/13/2022 **Agenda Item No*:** _____
(If required)*

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY D/B/A BRAZOS
VALLEY VETERANS MEMORIAL**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY D/B/A BRAZOS VALLEY VETERANS MEMORIAL**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Memorial for All Veterans of the Brazos Valley d/b/a Brazos Valley Veterans Memorial, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.4 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.

1.5 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.6 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.7 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.8 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.9 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **THIRTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$30,000.00)** to be paid as follows:

- a.** The amount of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** shall be used for the funding and design of two statues: China Relief Expedition of 1900 & Mexican Border Service 1916-1917.
- b.** Payment will be made in one lump sum of \$30,000 within thirty (30) days of the close of the first quarter. The appropriated funds shall be used during the period of October 1, 2022 to September 30, 2023.

2.2 Reports and Payments. Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

2.3 Other limitations regarding consideration.

- a.** It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

- b. City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

- (a) Agency shall construct the Gulf War Memorial along the Lynn Stuart Pathway at the Veterans Memorial in Veterans Park and Athletic Complex located at 3101 Harvey Road, College Station, Texas. This location is in the immediate vicinity of conference and convention center facilities and visitor information centers and its vicinity would be frequented by tourists and by convention or conference delegates.
- (b) **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

- (a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.
- (b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a)** Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b)** Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Final Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a)** Financial Activity Report

- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2022 and terminates at midnight on October 31, 2023; however, the program period shall commence on October 1, 2022 and terminate at midnight on September 30, 2023. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.6, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code, and is within the current contractual period approved budget; the budget will be considered approved.
 - (2)** Within thirty (30) days, a full accounting of all expenditures not previously audited by City.
 - (3)** Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.6 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded 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 that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII GENERAL PROVISIONS

8.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

8.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

8.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

8.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

8.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

8.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

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

8.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

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

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

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

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

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

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

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

8.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Memorial for All Veterans of the Brazos
Valley
Attn: Randolph W House, President
P.O. Box 11055
College Station, Texas 77842

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures

BRAZOS VALLEY VETERANS MEMORIAL CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY, INC.
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 165,559	\$ 155,521
Receivables	30,941	-
Inventory	<u>3,000</u>	<u>3,300</u>
Total current assets	<u>199,500</u>	<u>158,821</u>
Permanent collection (Note 5)	<u>1,921,018</u>	<u>1,860,653</u>
Fixed assets:		
Furniture and equipment	33,959	33,959
Landscaping	41,727	41,727
Land	20,000	20,000
Less accumulated depreciation	<u>(73,600)</u>	<u>(72,550)</u>
Net fixed assets	<u>22,086</u>	<u>23,136</u>
TOTAL ASSETS	<u><u>\$ 2,142,604</u></u>	<u><u>\$ 2,042,610</u></u>
LIABILITIES AND NET ASSETS		
Net assets:		
Without donor restrictions	2,076,604	2,011,110
With donor restrictions	<u>66,000</u>	<u>31,500</u>
Total net assets	<u>2,142,604</u>	<u>2,042,610</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 2,142,604</u></u>	<u><u>\$ 2,042,610</u></u>

See notes to financial statements and independent auditor's report.

MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2020
WITH COMPARATIVE TOTALS FOR 2019

			<u>Totals</u>	
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020</u>	<u>2019</u>
REVENUES				
Support				
Contributions	\$ 8,698	\$ 15,000	\$ 23,698	\$ 9,491
Wall of Honor fees	25,500	-	25,500	30,300
Brazos County	-	25,000	25,000	25,000
City of College Station	-	22,500	22,500	25,000
City of Bryan	-	30,000	30,000	25,000
Donated services	-	-	-	33,699
Total support	<u>34,198</u>	<u>92,500</u>	<u>126,698</u>	<u>148,490</u>
Interest income and other	187	-	187	377
Net assets released from purpose restrictions	<u>58,000</u>	<u>(58,000)</u>	<u>-</u>	<u>-</u>
Total revenue	<u>92,385</u>	<u>34,500</u>	<u>126,885</u>	<u>148,867</u>
EXPENSES				
Program expenses	13,424	-	13,424	66,437
General and administrative expenses	<u>13,467</u>	<u>-</u>	<u>13,467</u>	<u>14,567</u>
Total expenses	<u>26,891</u>	<u>-</u>	<u>26,891</u>	<u>81,004</u>
Change in net assets	65,494	34,500	99,994	67,863
Net assets, beginning of year	<u>2,011,110</u>	<u>31,500</u>	<u>2,042,610</u>	<u>1,974,747</u>
Net assets, end of year	<u>\$ 2,076,604</u>	<u>\$ 66,000</u>	<u>\$ 2,142,604</u>	<u>\$ 2,042,610</u>

See notes to financial statements and independent auditor's report.

Exhibit B
Narrative Summary of Activity Report

From the Board of Directors

Brazos Valley Veterans Memorial – College Station, Texas

.....

March 21, 2022

Ms. Mary Ellen Leonard
Director of Fiscal Services
City of College Station
P.O. Box 9960
College Station, Texas 77840



Dear Ms. Leonard,

Enclosed please find the OUTSIDE AGENCY FUNDING REQUEST for FY2023 for the BRAZOS VALLEY VETERANS MEMORIAL, INC. This request of \$30,000 is in the same amount as FY2022 based upon the long-range goals of the Board of Directors.

These funds will be utilized in their entirety for the creation and installation of two new statues for the LYNN STUART PATHWAY. Specifically, the project will entail a historically correct, life size bronze statue depicting a United States servicemember from the CHINA RELIEF EXPEDITION of 1900 and another statue of a service member from the MEXICAN BORDER SERVICE campaign in 1916-17. Both statues will be commissioned to local artist J. Payne Lara who has done all the existing statues along this unique history trail. 100% of these funds go directly to the project and are not used for operation expenses.

The two statues (KOSOVO WAR and EXPEDITIONARY OPERATIONS) that have were commissioned for FY 2022 are now in progress. However, due to significant delays in the production process, we anticipate that these statues will not be complete until 2023. Much of the delay is being caused by supply and labor shortages at the Omega Bronze foundry in Smithville, Texas. From what we have learned over the past two years, this is not unique to our projects or to our region. We are continuing to work closely with the artist to have the work done in a high quality and cost-effective manner to meet our stated goals.

On behalf of the entire Board of Directors, I wish to express our sincere gratitude for the strong of the City of College Station. This consistent long-term support, along with that of our other partners, has enabled the development of a significant attraction for our citizens as well as visitors to the community. Most of all, it is a fitting tribute to the service and sacrifice of our nation's veterans throughout history. We remain committed to the mission of completing all 18 war memorial sites along the pathway prior to the 250th anniversary of the Declaration of Independence on July 4, 2026.

Sincerely,

RANDOLPH W. HOUSE, LTG, USA (Ret)
President


BRAZOS VALLEY VETERANS MEMORIAL
P.O. BOX 11055, COLLEGE STATION, TX 77842
979.696.6247 | BVVM.ORG

Exhibit C
Performance Measures

**BRAZOS VALLEY VETERANS MEMORIAL
FY 22/23 PERFORMANCE MEASURES**

- **Complete the life size bronze statue of a female Air Force Pilot representing the KOSOVO WAR and install at the Lynn Stuart Pathway. Conduct a dedication ceremony when complete.**
- **Complete the life size bronze statue of a US Army Paratrooper and install at the Lynn Stuart Pathway. Conduct a dedication ceremony when complete.**
- **Engage the services of J. Payne Lara to sculpt a life size bronze statue depicting od service member from the CHINA RELIEF EXPEDITION era. Conduct a dedication ceremony when complete.**
- **Engage the services of J. Payne Lara to sculpt a life size bronze statue of a service member from the MEXICAN BORDER SERVICE era. Conduct a dedication ceremony when complete.**
- **Assist with the design and development of the NEVER FORGET GARDEN project.**
- **Assist the City of College Station in the design of new entrances to Veterans Park & Athletic Complex and a new entrance for the Brazos Valley Veterans Memorial.**
- **Solicit donations prior to Aug 15th for additional names to be placed on the WALL OF HONOR.**
- **Update the BVVM web site.**
- **Assist in the promotion of the BVVM by conducting tours, giving presentations and developing materials for distribution.**
- **Complete an annual audit.**
- **Conduct the annual Veterans Day program on Nov 11, 22 with Gary Blair as speaker.**
- **Review and update the five-year strategic plan.**

Brazos Valley Veterans Memorial

Proposed Budget for FY 2023

(1/1/23 - 12/31/23)

	Line	GRAND TOTAL	Operating Fund	Capital Fund	Footnotes [Excludes Depreciation & In-kind (rent & advert.)]
	projected Balance Forward (as of 1/1/23)	\$ 133,056	\$ 33,000	\$ 100,056	
NON-DIRECTED INCOME	1 Membership Dues (including lunches)	5,000	5,000	-	Membership dues and lunch reimbursements from board members
	2 Unrestricted donations	4,000	4,000	-	
	3 Interest Income	100	100	-	
	Total Non-Directed Income	9,100	9,100	-	
DIRECTED INCOME	4 Wall of Honor Names	50,000	50,000	-	Based on 200 names x \$250 per name
	5 China Relief Expedition	45,000	-	45,000	\$45K project; Requesting \$15K from each city & county.
	6 Mexican Border Service	45,000	-	45,000	\$45K project; Requesting \$15K from each city & county.
	7 Other	-	-	-	
	Total Directed Income	140,000	50,000	90,000	
	TOTAL SOURCES OF FUNDS	282,156	92,100	190,056	
ANNUAL EXPENSES	8 Engraving of Honor Wall Names	33,000	33,000	-	Cost to engrave names (200 names x \$165 per name)
	9 Administrative Support	6,000	6,000	-	Admin Salary \$500 per month
	10 Audit & Tax Return	5,500	5,500	-	Audit & Tax Return
	11 Monthly Meeting	1,200	1,200	-	Monthly Meeting Expense (reimbursed by board members as part of membership dues)
	12 Printing	1,500	1,500	-	Printing for Wall of Honor certificates, brochures, interpretive panel copies, etc
	13 Memorial Maintenance & Repair	600	600	-	As needed
	14 Advertisement	2,000	2,000	-	Advertisement (Excludes in-kind)
	15 Kiosk , Computer & Website Maint.	900	900	-	Kiosk & Website Maintenance & development; computer replacement
	16 Credit card service fees	900	900	-	Credit card processing fees
	17 Flag replacement	1,600	1,600	-	Flags (Replaced May 1st & Nov. 1st each year)
	18 Miscellaneous	600	600	-	ACBV Membership Dues and miscellaneous items
	19 Office Supplies	500	500	-	As needed
	21 Postage	500	500	-	As needed
	22 Insurance	-	-	-	Not required separately since under city of CS
	Total Annual Expenses	54,800	54,800	-	
CAPITAL OUTLAYS	23 China Relief Expedition	45,000	-	45,000	
	24 Mexican Border Service	45,000	-	45,000	
	25 Dedication Expenses	3,000	-	3,000	
	Total Capital Outlays	93,000	-	93,000	
	TOTAL USES OF FUNDS	147,800	54,800	93,000	
	EXCESS (DEFICIT)	134,356	37,300	97,056	
	Earmarks against Capital Account Balance as of:		08/31/22	12/31/22	
	Balance in Capital Account		\$ 104,456	\$ 100,056	
	Southwest Asia (aka Gulf War/Desert Storm)		(4,400)	-	
	Kosovo War / Expeditionary Operations		(77,000)	(77,000)	
	Entrance Plaza		(6,500)	(6,500)	
	Repair & Replacement Reserve		(15,600)	(15,600)	
	Balance Unencumbered		956	956	

October 27, 2022

Item No. 8.16.

Appointment to the Brazos Valley Groundwater Conservation District Board of Directors

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution appointing Gary Mechler as a member of the Brazos Valley Groundwater Conservation District Board of Directors, subject to approval by the Brazos County Commissioners Court.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: City of College Station Water Services Director Gary Mechler is presently serving as the College Station representative on the Board of Directors of the Brazos Valley Groundwater Conservation District. His term ends December 31, 2022.

Staff recommends that Mr. Gary Mechler be appointed to a second term that would end December 31, 2026. Mr. Mechler is well versed in the importance of groundwater issues to the City and has proven over many years to use sound judgment in the management of water resources. Mr. Mechler has indicated his willingness to accept this appointment, if City Council so decides.

For these reasons, Staff recommends approval of the Resolution that will appoint Mr. Mechler to the groundwater District Board, with a term that will expire on December 31, 2026. As required by House Bill 1784, the City's appointment to the Board must be approved by the Brazos County Commissioners Court.

Budget & Financial Summary: None.

Attachments:

1. BVGCD Appointment 2022-2026-Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RE-APPOINTING MR. GARY MECHLER AS THE CITY'S REPRESENTATIVE TO THE BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS.

WHEREAS, The City Council of the City of College Station strives through its *Vision Statements* to provide high quality, customer focused basic city services at a reasonable cost, including effective water services; and

WHEREAS, House Bill 1784 establishes one seat on the Brazos Valley Groundwater Conservation District Board to be a representative of the City of College Station, which must be appointed by the City Council and approved by the Brazos County Commissioners Court; and

WHEREAS, The term of the City's current representative on the Brazos Valley Groundwater Conservation District Board, Mr. Gary Mechler, expires on 31 December 2022; and

WHEREAS, The City Council is confident that Mr. Mechler will continue to fairly and accurately represent the interests of College Station and all municipalities and water users within the Brazos Valley District, and the City Council pledges that Mr. Mechler will give adequate time and resources to fulfill every obligation and duty of Board membership; now, therefore,

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

PART 1: That the City Council hereby agrees that membership on the Brazos Valley Groundwater Conservation District Board is essential in meeting the City's Utility Goals.

PART 2: That the City Council hereby re-appoints Mr. Gary Mechler as the City's representative to fill the voting member position representing the City of College Station with the Brazos Valley Groundwater Conservation District Board of Directors, which expires on December 31, 2026.

PART 3: That this Resolution shall take effect immediately.

PART 4: That the City Council hereby requests that the Brazos County Commissioners Court approve this appointment.

RESOLUTION NO. _____

Page **2** of **2**

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

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

October 27, 2022
Item No. 8.17.
RP EST Change Order

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion and possible action regarding a change order not to exceed \$97,760 to the construction contract with CB&I Group, Inc. for the Rock Prairie Elevated Storage Tank Project.

Relationship to Strategic Goals:
Core Services and Infrastructure

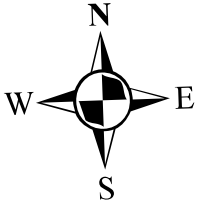
Recommendation(s): Staff recommends approval.

Summary: For the new elevated storage tank to work properly it must be isolated from the rest of the water distribution system. This will create a second, lower pressure plane within the water system. The project plan identified existing valves that must be closed to isolate the tank and create the second pressure plane. However, upon inspection, some of the valves will not operate. This change order adds work to the contract to replace existing valves that are not operable. The Water Services Department will supply some materials to the contractor and the contractor will supply other necessary items and replace the valves.

Budget & Financial Summary: There are sufficient project funds available for this change order and other future expenses.

Attachments:

1. Rock Prairie EST- Location Map



Rock Prairie Road

State Highway 6

Lakeway Drive

Northbound
Frontage Road

Elevated Tank Site

October 27, 2022
Item No. 9.1.
Venture Drive Real Estate Contract

Sponsor: Brian Piscacek, Economic Development Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a real estate contract selling approximately 5 acres in the College Station Business Center, Lot 1B, Block 3, Phase One generally located near the intersection of State Highway 6 and Venture Drive.

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: Lot 1B is a five (5) acre lot in Block 3, Phase One of the College Station Business Center. The real estate contract is for the sale of the property to a multi-story office developer for \$1,450,000 with proposed uses including corporate, medical, and professional services.

Budget & Financial Summary: Net proceeds from the sale will be allocated to the General Fund's fund balance.

Attachments:

1. Real estate contract is on file with the City Secretary

Real estate contract is on file with the City Secretary's Office.

October 27, 2022

Item No. 9.2.

Redmond Condos Phase 4 – Public Drainage and Utility Easement Abandonment

Sponsor: Parker Mathews

Reviewed By CBC: N/A

Agenda Caption:Public Hearing, presentation, discussion, and possible action on approving an ordinance vacating and abandoning a 1554 square feet portion of a 30-foot Public Drainage & Utility Easement, said portion is fully surrounded by the Redmond Condos property in the Redmond Terrace subdivision Block 4, Lots 14 & 15, according to the plat recorded in Volume 188, Page 295, of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The public drainage and utility easement abandonment is being requested by the applicant as a result of a desired development in this area. This originally platted easement is no longer needed in this location because the lot has been redeveloped since the easement was dedicated, there are no existing utilities in the location, and the drainage path has changed.

The 0.0356 acre public drainage and utility easement is 30' wide, and completely surrounded by the Redmond Condos property.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map
3. Location Map
4. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 1554 SQUARE FEET PORTION OF THE 30-FOOT WIDE PUBLIC DRAINAGE & UTILITY EASEMENT, SAID PORTION IS FULLY SURROUNDED BY THE REDMOND CONDO'S PROPERTY IN THE REDMOND TERRACE SUBDIVISION BLOCK 4, LOTS 14 & 15, ACCORDING TO THE PLAT RECORDED IN VOLUME 188, PAGE 295 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 1554 square feet portion of the 30-foot wide Public Drainage & Utility Easement, said portion fully surrounded by the Redmond Condo's Property in the Redmond Terrace subdivision Block 4, Lots 14 & 15, according to the plat recorded in Volume 188, Page 295, of the Deed Records of Brazos County, Texas, as described in **Exhibit "A"**, attached hereto (such portion hereinafter referred to as the "Public Utility Easement"); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit "A"** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this 27th day of October, 2022.

ATTEST:

APPROVED:

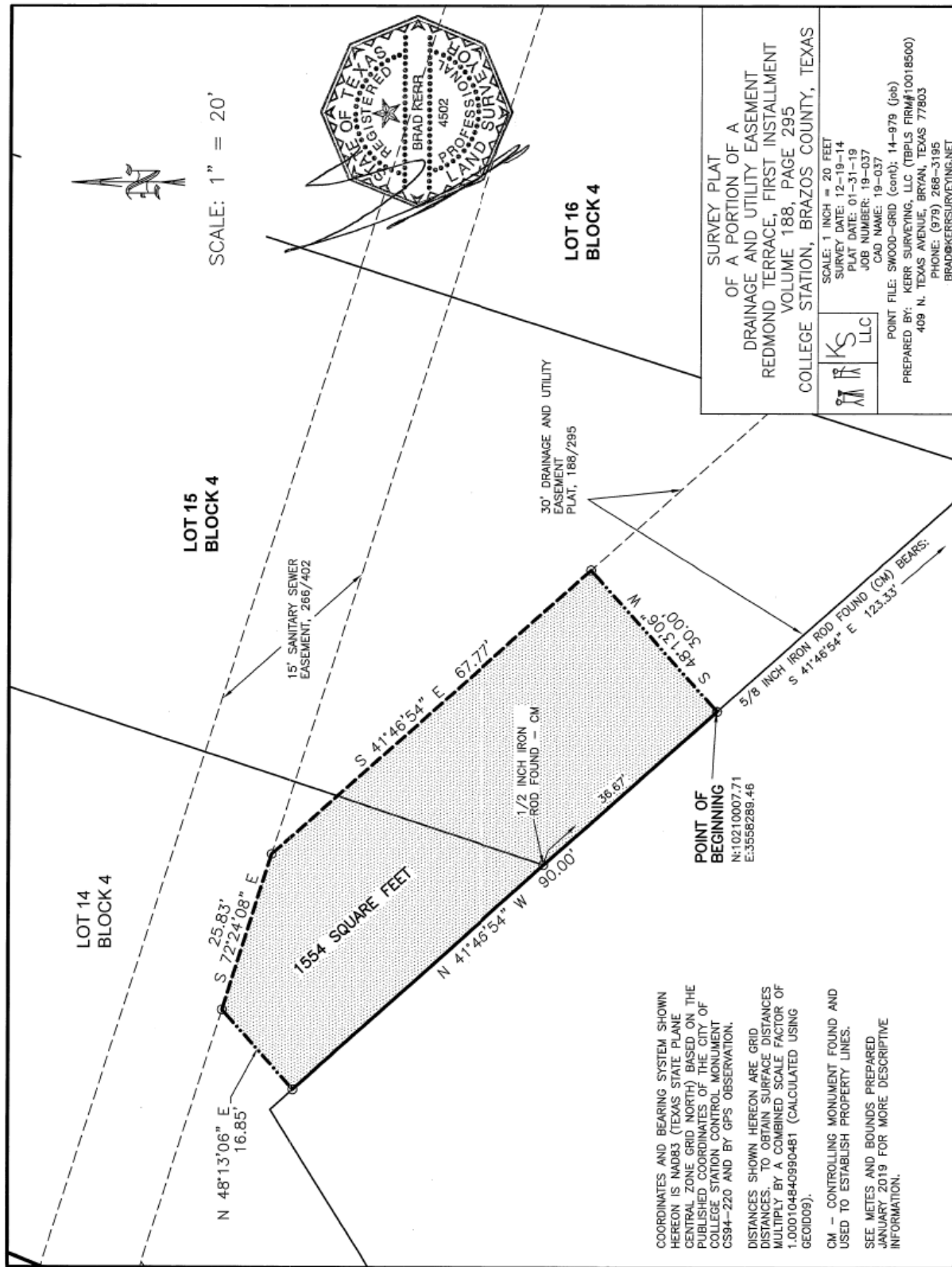
City Secretary

Mayor

APPROVED:

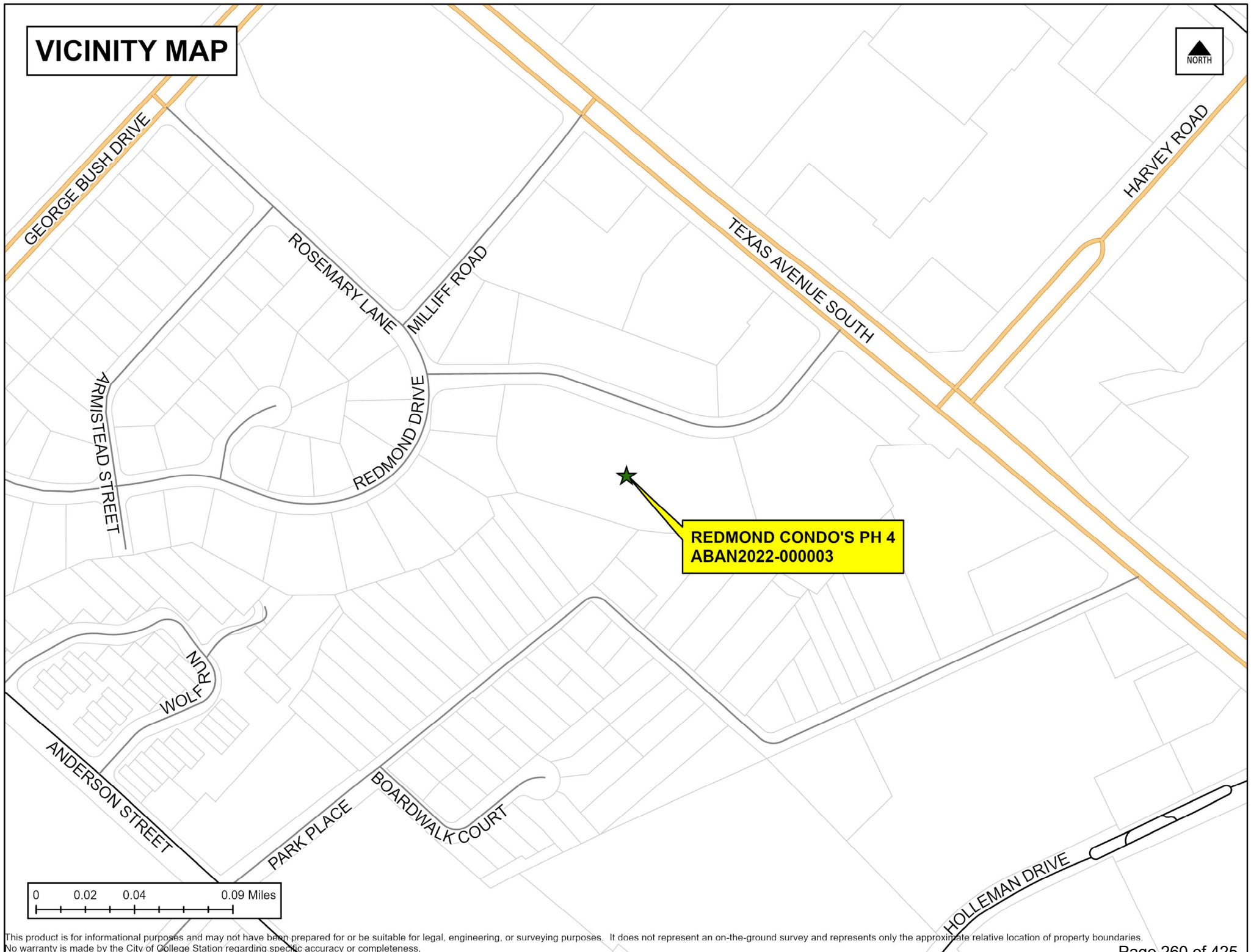
City Attorney

Exhibit A



VICINITY MAP

NORTH



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

LOCATION MAP

NORTH

REDMOND DRIVE

0 30 60 120 Feet

FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

304 Redmond Drive

REDMOND TERRACE, BLK 4, LOT 11-17 & ADJ AC IN KAPCHINSKI

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name J4 Engineering c/o Glenn Jones, PE-CFM E-mail gjones@j4engineering.com
 Street Address PO Box 5192
 City Bryan State TX Zip Code 77805
 Phone Number 979-739-0567 Fax Number --

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name OAK HILLS DUPLEXES LLC E-mail amrentals@pm.me
 Street Address: 1700 George Bush Dr
 City College Station State TX Zip Code 77840
 Phone Number _____ Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Robert E. Hylton
 Signature and title

2-17-22
 Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The PUE is not public roadway and all utilities have dedicated easements. In addition, the portion of the easement being released is interior to our own property.

8. That there is no current public need or use for the easement or right-of-way because:

All utilities in this area have dedicated separate easements.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

All utilities in this area have dedicated separate easements.

10. That all public utilities have access to serve current and future customers because:

This portion of the easement being released is interior to our own property.

11. Such public right-of-way/easement has been and is being used as follows:

This portion of the easement has never been used.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Robert L. Hyls

Signature and title

2-17-22

Date

STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUTY OF BRAZOS

Subscribed and sworn to before me, a Notary Public, this 17 day of February, 2009 by

Brittany Gomez

Notary Public in and for
the State of Texas



Application for Abandonment of
a Public Right-of-Way/Easement

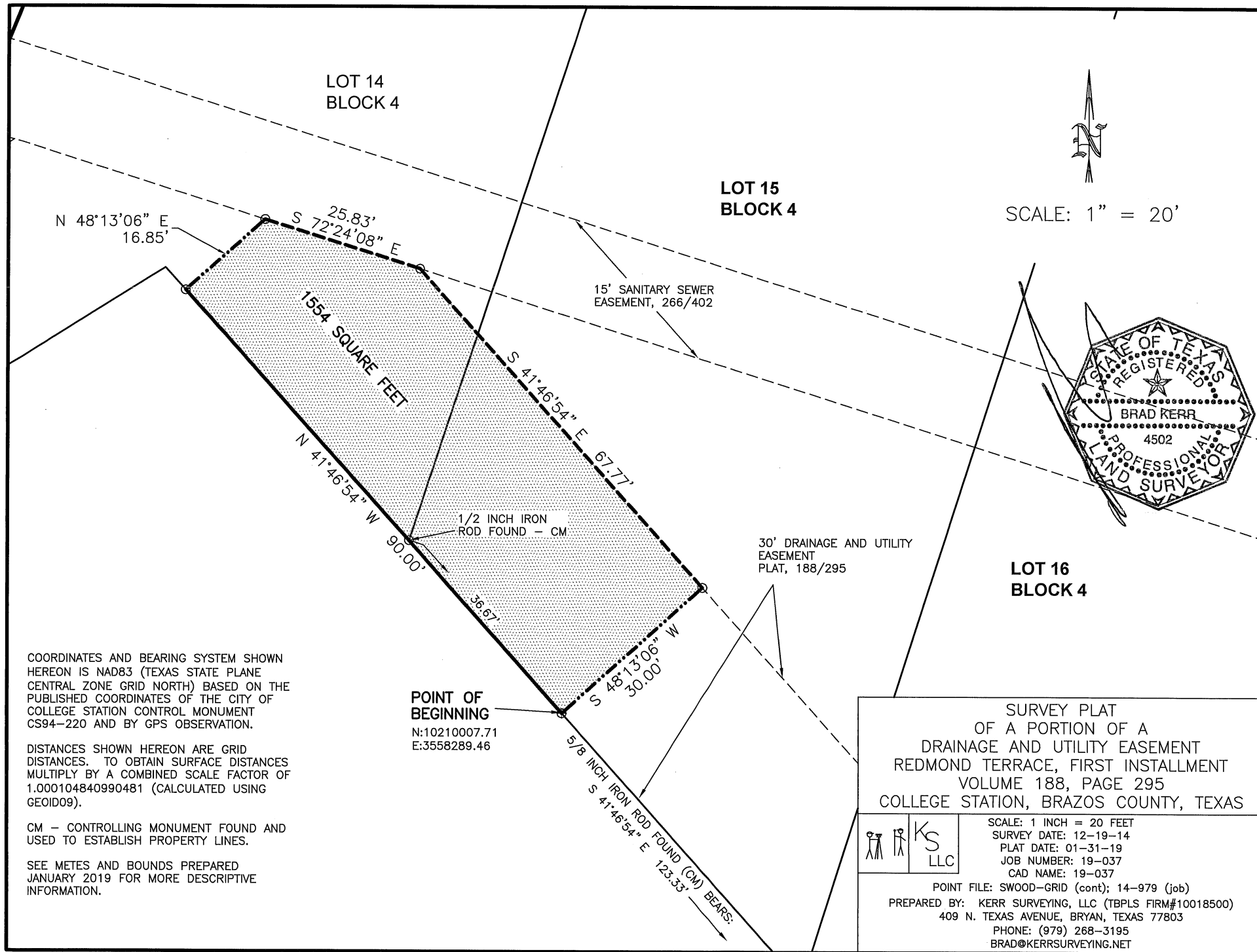
Location: 304 Redmond Drive

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

REDMOND TERRACE, BLOCK 4, LOT 11-17 & ADJ AC IN KAPCHINSKI

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.



COORDINATES AND BEARING SYSTEM SHOWN HEREON IS NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-220 AND BY GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE GRID DISTANCES. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000104840990481 (CALCULATED USING GEOID09).

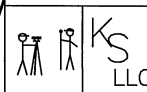
CM - CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES.

SEE METES AND BOUNDS PREPARED JANUARY 2019 FOR MORE DESCRIPTIVE INFORMATION.

POINT OF BEGINNING

N:10210007.71
E:3558289.46

SURVEY PLAT
OF A PORTION OF A
DRAINAGE AND UTILITY EASEMENT
REDMOND TERRACE, FIRST INSTALLMENT
VOLUME 188, PAGE 295
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: 12-19-14
PLAT DATE: 01-31-19
JOB NUMBER: 19-037
CAD NAME: 19-037

POINT FILE: SWOOD-GRID (cont); 14-979 (job)
PREPARED BY: KERR SURVEYING, LLC (TBPLS FIRM#10018500)
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
BRAD@KERRSURVEYING.NET

**METES AND BOUNDS DESCRIPTION
OF A
DRAINAGE AND UTILITY EASEMENT
REDMOND TERRACE, FIRST INSTALLMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PORTION OF A DRAINAGE AND UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 14 AND 15, BLOCK 4, REDMOND TERRACE, FIRST INSTALLMENT ACCORDING TO THE PLAT RECORDED IN VOLUME 188, PAGE 295 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING DEPICTED AS A 30.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ON SAID PLAT.

SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH CAP MARKED 'KERR 4502' FOUND MARKING THE SOUTH CORNER OF LOT 16, BLOCK 4. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE – GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-220 AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 41° 46' 54" W ALONG THE SOUTHWEST LINE OF SAID LOT 16 AND SAID LOT 15 FOR A DISTANCE OF 123.33 FEET TO THE **POINT OF BEGINNING** (N:10210007.71, E:3558289.46) OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 41° 46' 54" W CONTINUING ALONG THE SOUTHWEST LINE OF SAID LOT 15, AT 36.67 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 15 AND SAID LOT 14, CONTINUE ON FOR A TOTAL DISTANCE OF 90.00 FEET TO THE WEST CORNER OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: THROUGH SAID LOTS 14 AND 15 FOR THE FOLLOWING CALLS:

N 48° 13' 06" E FOR A DISTANCE OF 16.85 FEET TO THE SOUTHERLY LINE OF AN EXISTING 15 FOOT WIDE SANITARY SEWER EASEMENT AS DESCRIBED IN VOLUME 266, PAGE 402 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

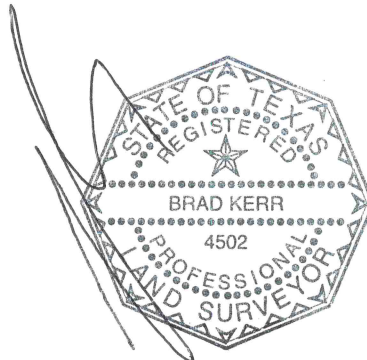
S 72° 24' 08" E ALONG THE SOUTHERLY LINE OF SAID 15 FOOT WIDE EASEMENT FOR A DISTANCE OF 25.83 FEET;

S 41° 46' 54" E ALONG THE NORTHEAST LINE OF SAID DRAINAGE AND UTILITY EASEMENT FOR A DISTANCE OF 67.77 FEET;

S 48° 13' 06" W FOR A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 1554 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND DECEMBER 2014. SEE PLAT PREPARED JANUARY 2019 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

[\\JOBS\19-037\19-037.docx](#)



Application for Abandonment of
a Public Right-of-Way/Easement

Location: 304 Redmond Drive

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

NOTE TO CONTRACTOR!!!
Contractor shall be required to obtain an elevation certificate for all units at slab pre-pour and post construction. All elevation certificates shall be submitted to the City of College Station City Engineer.

**FIRE LANE
DESIGNATED
PARKING
ONLY**

All curbs and curb ends designated as firelanes on plans shall be painted red with "4" (four inch) white lettering stating "FIRE LANE—NO PARKING—TOW AWAY ZONE". Wording may not be spaced for than fifteen (15) feet apart.

* 8" (eight inch) high if stripe and white lettering are painted on surface of pavement.

--- FIRE LANE ---
--- FIRE LANE STRIPING ---

18" x 12"
See Ordinance for additional information

FIRE LANE SIGN

SITE PLAN NOTES:

1. Name of Project: SITTON SUBDIVISION
2. Legal Description: Lot 11-17, Block 4, Redmond Terrace, First Installment
3. Owner: G T SITTON LLC, 8515 Haven Way, Tomball, Texas 77375
4. Engineer: Mitchell & Morgan, L.L.P., 3204 Earl Rudder Fwy. S, College Station, Texas 77845 (979) 260-6963
5. Architect: Pact Design Studio, LLC, 216 W. 28th Street, Suite 105, Bryan, Texas 77803
6. Zoning: R-6 (High Density Multi-Family)
7. Existing Use: Vacant
8. Proposed Use: Multi-Family
9. Setbacks: Per City of College Station Ordinances
10. Site Area: 2.81 acres
11. Water Demands (Per Unit) : Min.= 0.00 gpm, Avg.= 0.28 gpm, Peak= 1.11 gpm
12. Sanitary Demands (Per Unit) : Min.= 0 GPD, Avg. = 400 GPD, 1600 GPD Max., A TIA is not required for this site
13. Water Meter Sizes: 3/4" Water Meter /Unit
14. Dumpster Requirements:
(1 Dumpster/40 bedrooms)*(64 bedrooms)=1.6
2 Dumpsters Required & 2 Dumpsters Provided.

THIS PROPERTY LIES WITHIN A DESIGNATED FLOOD PLAIN AREA ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 48041C0305 F, DATED APRIL 02, 2014.

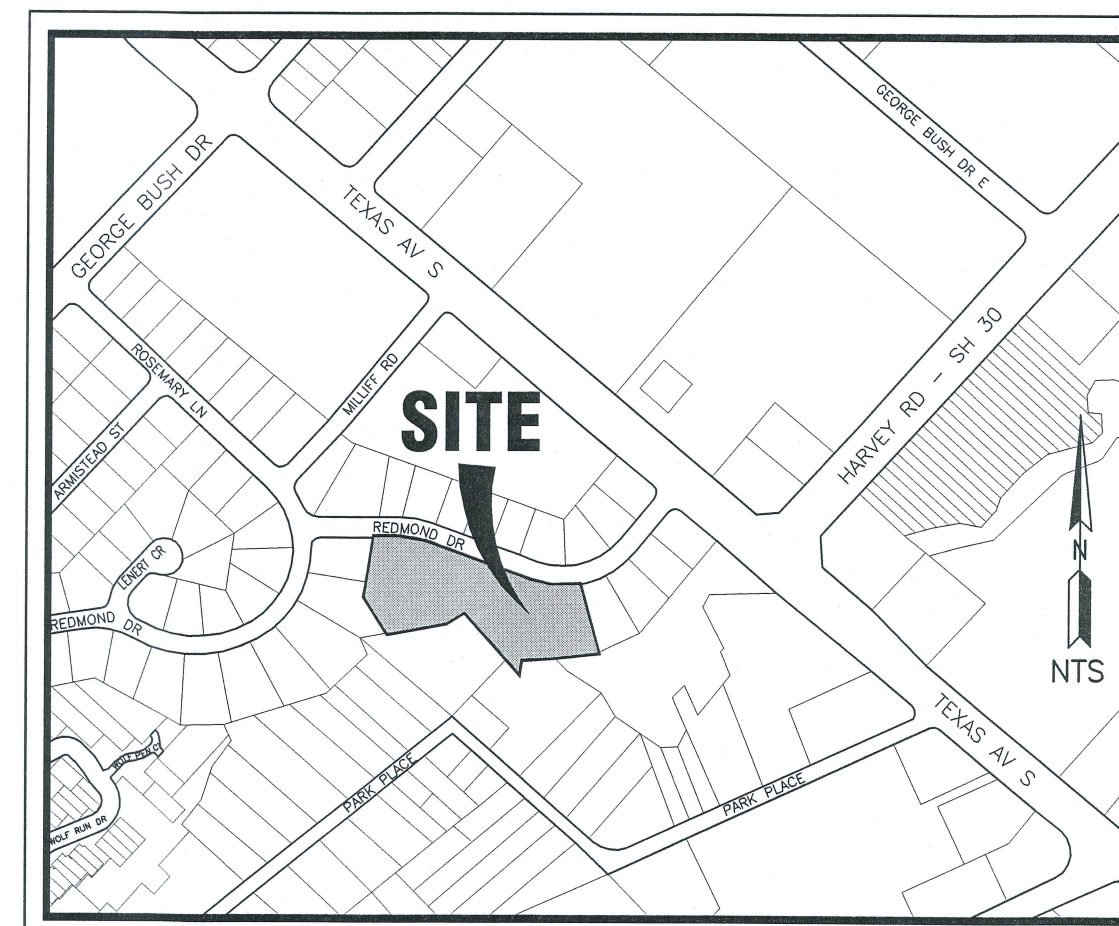
Total 4 Bedrooms (PH1 & PH2) = 16
Required Parking = 64 * (1.00) =64
REQUIRED PARKING SPACES = 64 Spaces

**PARKING PROVIDED
(INCLUDING 3 HC) = 68 Spaces****
**4 Spaces provided are shared with adjacent multifamily development per a Shared Parking and Access Easement, Vol. 12452 Pg. 113

PHASE 1	BLDG	TYPE	SF/UNIT	HT. TO EAVE
	BLDG 3	3-4 BEDROOM	2032 SQ.FT.	21'-0"
	BLDG 4	3-4 BEDROOM	2032 SQ.FT.	21'-0"
	BLDG 5	4-4 BEDROOM	2032 SQ.FT.	21'-0"

PHASE 2	BLDG	TYPE	SF/UNIT	HT. TO EAVE
	BLDG 1	3-4 BEDROOM	2032 SQ.FT.	21'-0"
	BLDG 2	3-4 BEDROOM	2032 SQ.FT.	21'-0"

Density(PH1 & PH2) = 16 units on 2.81 acres
16 units / 2.81 acres = 5.7 units per acre
Max Allowable Density = 30 Dwelling Units/Acre (R-6 Zoning)



VICINITY MAP

GENERAL CONSTRUCTION NOTES:

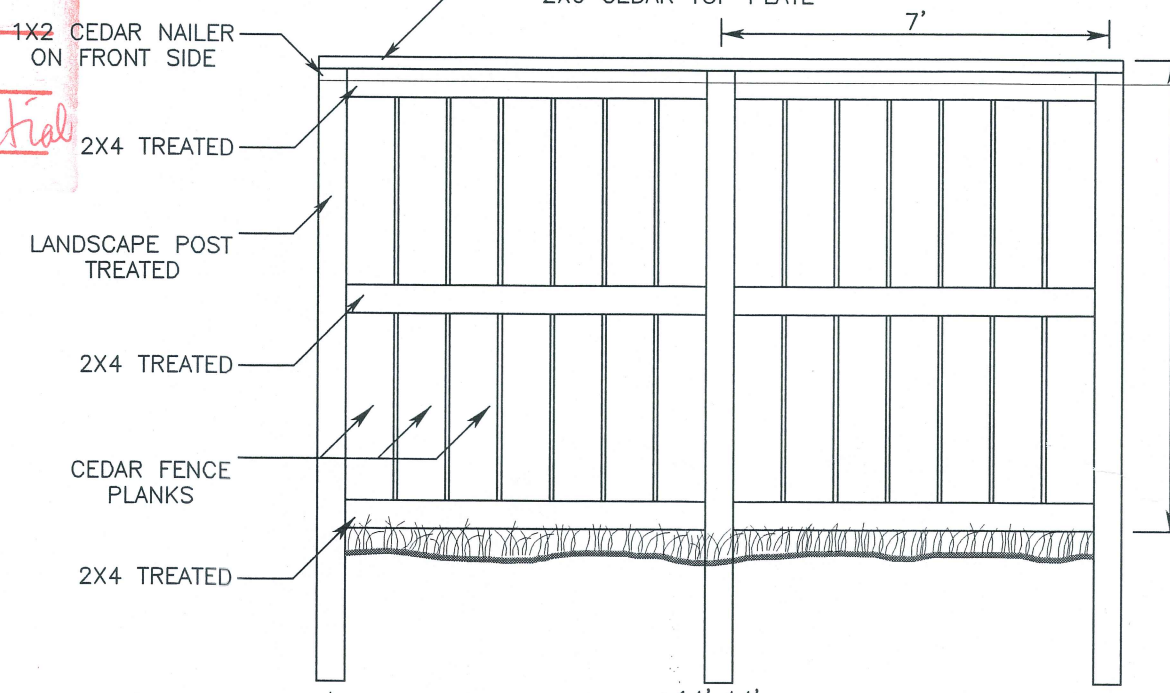
1. It shall be the responsibility of the Contractor to verify the exact location of ALL existing underground utilities. Furthermore, the Contractor shall contact all utility company representatives a minimum of 48 hours in advance of any excavation.
2. All construction shall be in accordance with the current City of College Station (C.S.) Standard Specifications for Street Construction, B/C/S Unified Technical Specifications, Water and Sewer and General, 2012, and BCS Unified Design Details. All inspection shall be performed by the staff of the City Engineer of C.S. All construction shall be coordinated with the City of C.S. City Engineer.
3. In lieu of using the construction materials indicated in these plans, the Contractor shall obtain written approval from the City Engineer for any substitution prior to construction. Requests for changes should include product information and an engineers seal where applicable. The contractor shall be financially responsible for the engineer's time spent reviewing changes and redesigning based on contractors requests.
4. Trench Safety Requirements shall be in accordance with O.S.H.A. Standard 29 CFR Part 1926 Subpart P and all federal, state and local regulations.
5. TRENCHING AND BACKFILLING: All trenching and backfilling shall conform to the specifications set out herein. Testing shall be provided by a certified laboratory, at the Owner's expense, to verify these standards. Any retesting due to substandard work shall be at the expense of the Contractor. Structural areas shall include all sidewalks and shall extend 5' beyond the curb lines of all streets, alleys and parking areas.
6. It is the responsibility of the contractor to comply with all State and Federal Regulations regarding construction activities near energized overhead power lines. Additionally, the contractor shall coordinate all proposed work and procedures with the City of C.S. Electrical Division.
7. All materials & labor not identified as a Separate Bid Item shall be considered subsidiary to the item in which it is used. All materials and equipment shall be both furnished and installed unless otherwise noted.
8. The Contractor must provide construction staking from the information provided on these plans.
9. All soil exposed by construction shall receive cellulose fiber mulch seeding.
10. Trenches may be left open overnight if properly barricaded.
11. Adjustment of Water Meters, Valves, Manholes, Irrigation Systems, and any other Public or Private Utility, etc. are not separate pay items. The Price of the adjustment shall be subsidiary to the construction of Sewer Line, Force Main, etc.
12. The contractor shall coordinate with Suddenlink Communications, CSU and Verizon to adjust the location of existing facilities, if necessary.
13. The contractor is responsible for traffic control in accordance with TMUTCD. This is not a separate pay item.
14. Temporary spoil areas will be identified on site by owner.
15. All roof and ground-mounted mechanical equipment shall be screened from view or isolated so as not to be visible from any public right-of-way or residential district within 150' of the subject lot, measured from a point five feet above grade. Such screening shall be coordinated with the building architecture and scale to maintain a unified appearance.
16. Exterior Building and site lighting will meet the standards of Section 7.11 of the Unified Development Ordinance. The light source shall not project below an opaque housing and no fixture shall directly project light horizontally. Fixtures will be mounted in such a manner that the projected cone of light does not cross any property line.
17. Contractor shall provide parking lot striping in accordance with the layout shown on these plans.
18. All storm sewer being constructed with this site plan is private.
19. All dimensions are to the back of curb unless otherwise noted.
20. These units are multifamily units with the foundation and building structure continuous between connected units.
21. Lots 11-17, Block 4 Redmond Terrace first installment is considered one building plot.
22. Phase 2 shall consist of Bldgs 1 & 2, including the water, storm and sanitary service lines to serve these two buildings. Phase 1 shall consist of Bldgs 3-5 and remaining construction shown herein.
23. Bldgs 1-5 consist of TYPE V-B construction. THE APPLICABLE EXTERIOR WALLS AND ROOF/SOFTS OF BUILDINGS SEPARATED BY LESS THAN 10' WILL BE 1-HR FIRE-RESISTANCE RATED PER CODE. EXACT LOCATIONS AND DETAILS FOR THE CONSTRUCTION OF THESE BUILDINGS/WALLS WILL BE INCLUDED IN THE SEALED ARCHITECTURAL SET OF DRAWINGS. A 1-HR FIRE SEPARATION MEETING ASTM E 119 OR UL 263 IS TO BE PROVIDED AT THE DEMISING WALLS BETWEEN EACH UNIT.
24. Covered front porches shown are open on three sides and extend 6' into the 15' Front Setback, measured to the eave.
25. Bldgs 1-5 shall have no more than 6-inches of untreated exposed concrete. Building 5 shall have the brickledge/building material brought down below finished floor along the exposed exterior foundation.
26. Mitigation area shall be first in construction, ahead of any fill.
27. PUE abandonment (V10742,P108) will be required prior to Phase 2 approval.
28. ANY PART OF THE RETAINING WALL/DETENTION POND THAT IS VISIBLE FROM THE ROW OR ABUTTING PROPERTY SHALL BE TREATED COMPLEMENTARY TO THE STRUCTURES ON THE SITE PER THE CITY OF COLLEGE STATION UNIFIED DESIGN ORDINANCE (UDO).

We need to abandon this portion from the BC to the Floodplain line only - 90 LF total for the full width.

SITE PLAN FIRE DESIGN

Constr. Type VB
Bld. Size SF 23600 SF (fire walls)
No. Stories 2
Sprinkled (Y/N) No
No. FHs (Locations) Proposed (1)
Required Flow 1000 gpm residential

F. S. KAPCHINSKI SUBDIVISION
PLAT 1/618-A
(MECHANIC'S LIEN RECORDS)

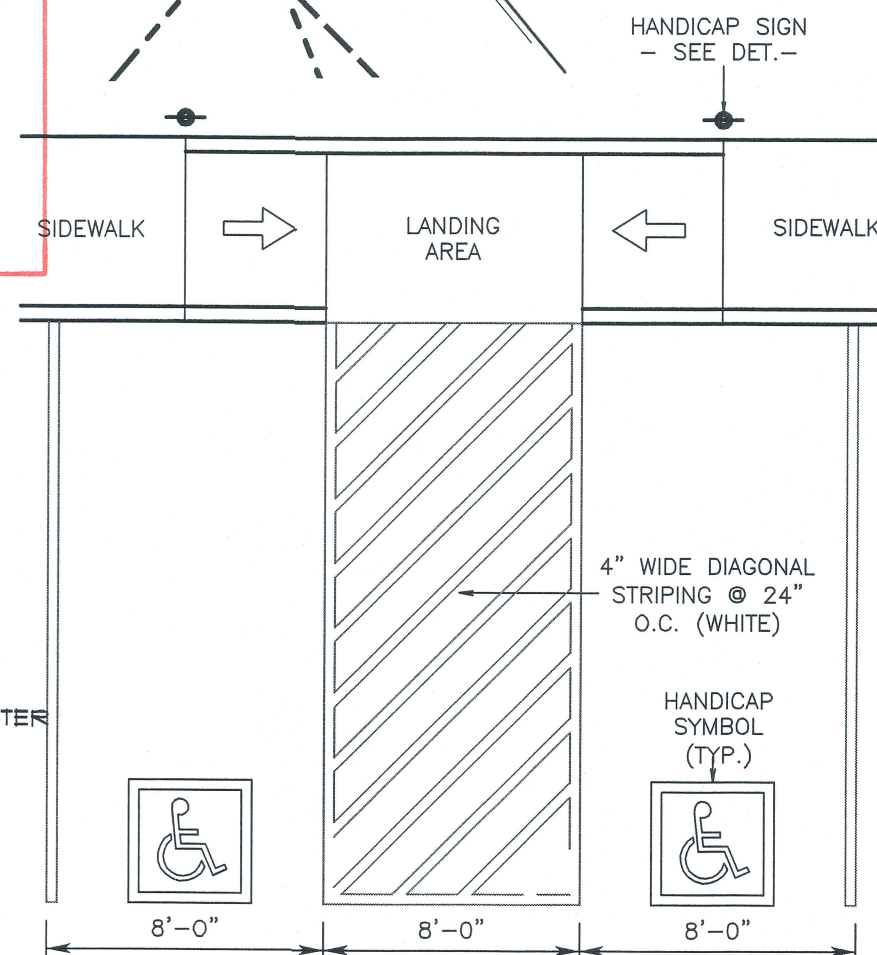


DUMPSTER SCREEN FENCE ELEVATION

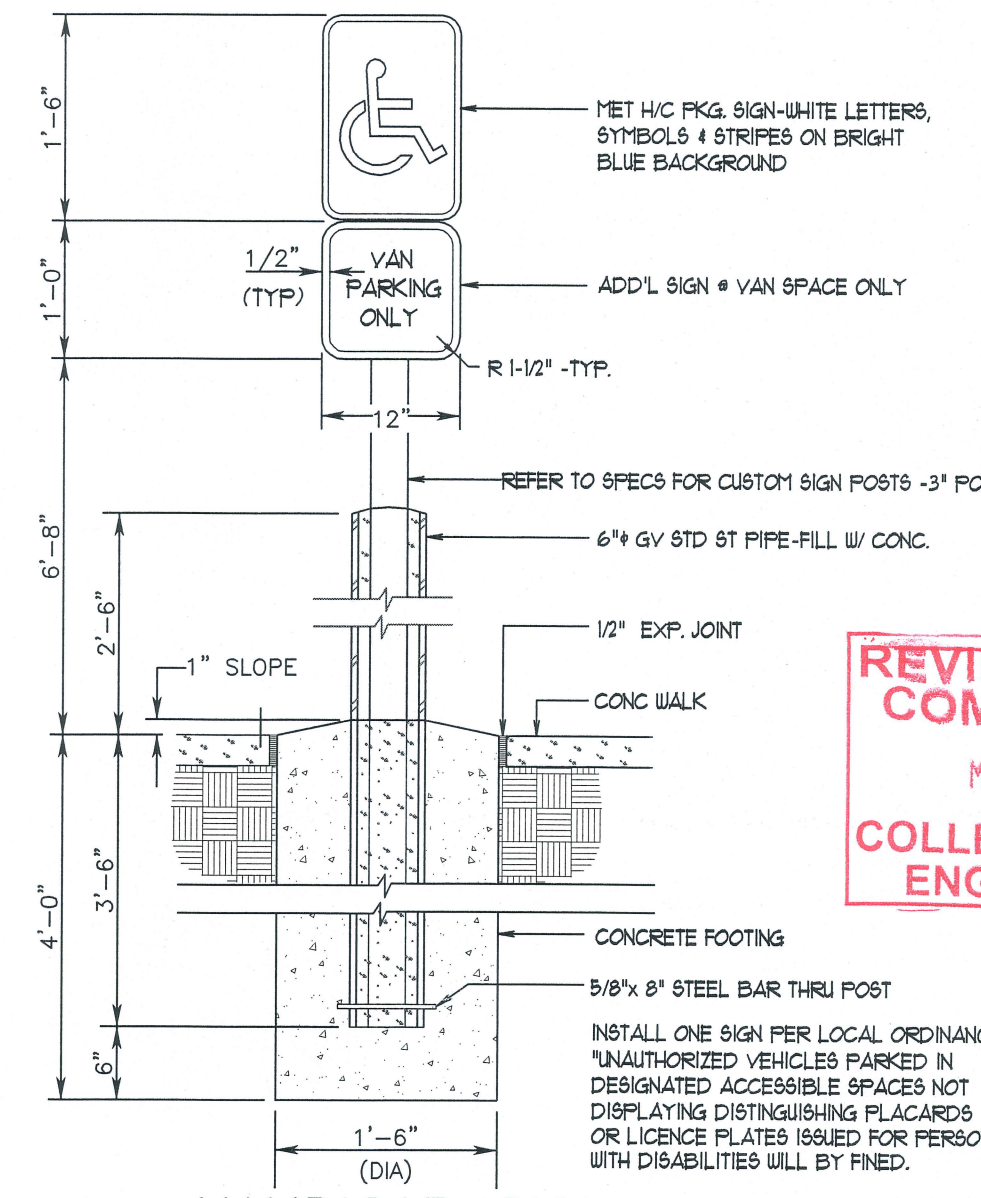
DUMPSTER GATE SHALL SWING 180 DEGREES AND HAVE POSITIVE LOCKING MECHANISM IN OPEN POSITION

ELEVATION CERTIFICATE

REQUIRED
+1'
+2'
+3'
+4'
NOT REQUIRED



HC STRIPING DETAIL

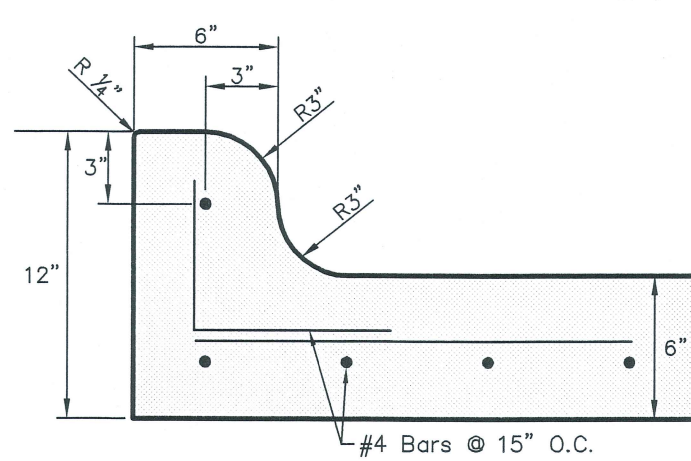


HANDICAP SIGN INSTALLATION DETAIL

REVIEWED FOR COMPLIANCE

MAR 23 2016
COLLEGE STATION
DEVELOPMENT SERVICES
PLAT FILED: MCT

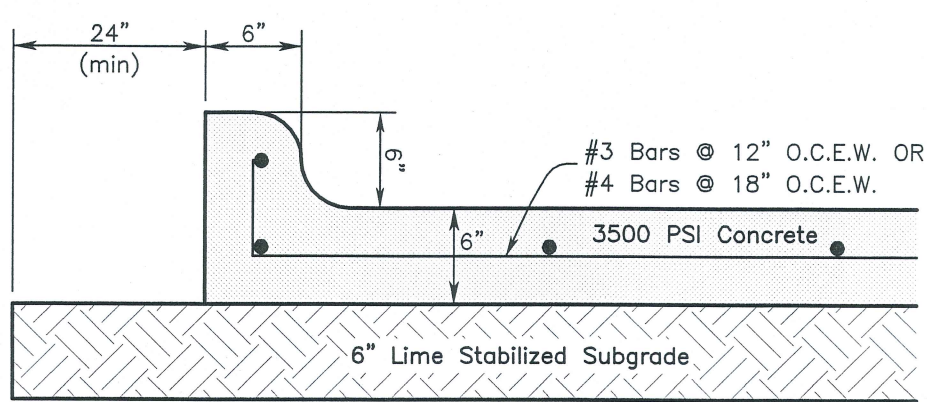
THOMAS G. SITTON
4091/91



TYPE 3 CURB

FOR USE WITH CONCRETE PAVEMENT OR APRON
NOT A SEPARATE PAY ITEM
NTS

FILENAME: type3-curb.dwg
PLOTED: 08 Oct 2004 - 3:20 pm



STANDARD CONCRETE PAVEMENT DETAIL

NTS

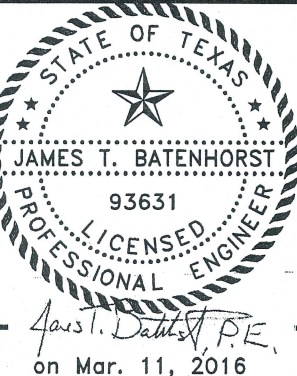
**MITCHELL
MORGAN**

T.979.260.6963
F.979.260.3564
TX. FIRM # F-1443

3204 Earl Rudder Fwy S.
COLLEGE STATION, TX 77845

PLAN & DESIGN SPECIALISTS IN
CIVIL ENGINEERING • HYDRAULICS
HYDROLOGY • UTILITIES • STREETS
SITE PLANS • SUBDIVISIONS

www.mitchellandmorgan.com



MARCH 2016
Designed by: JTB
Drawn by: JTB, JUJ
Checked by: JTB, VJBM

Prepared For:
THOMAS SITTON
8515 HAVEN WAY
TOMBALL, TEXAS 77375

Revisions

SITE PLAN

REDMOND CONDOS

REVIEWED FOR COMPLIANCE

MAR 22 2016
COLLEGE STATION
ENGINEERING

1

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Redmond Condos

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 
Title: Project Specialist

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: 
Title: Manager

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 304 Redmond Drive

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By:  _____
Title: Sr. Supervisor Operations 3.4.2022

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: DAVID HEKING _____

Title: [Signature] _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 304 Redmond Drive

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 304 Redmond Drive

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME:

ADDRESS:

NAME:

ADDRESS:

NAME:

ADDRESS:

NAME:

ADDRESS:

October 27, 2022
Item No. 9.3.
UDO Amendment – Middle Housing

Sponsor: Matthew Ellis

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 1, "General Provisions," Section 1.10 "Transitional Provisions," Article 3, "Development Review Procedures," Section 3.4 "Plat Review," Section 3.12 "Building Permit," Article 4, "Zoning Districts," Section 4.1 "Establishment of Districts," Article 5, "District Purpose Statements and Supplemental Standards," Section 5.1 "Residential Zoning Districts," Section 5.2 "Residential Dimensional Standards," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Article 8, "Subdivision Design and Improvements," Section 8.3 "General Requirements and Minimum Standards of Design for Subdivisions within the City Limits," Section 8.8 "Requirements for Park Land Dedication," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, by amending certain sections related to the creation of a Middle Housing zoning district.

Relationship to Strategic Goals:

- Good Governance
- Core Services & Infrastructure
- Neighborhood Integrity
- Diverse & Growing Economy
- Sustainable City

Recommendation(s): The Planning and Zoning Commission heard this item at their October 6, 2022 meeting where they voted unanimously (6-0) to recommend approval. Staff also recommends approval of the ordinance amendment.

Summary: The Planning and Zoning Commission heard this item at their October 6, 2022 meeting where they voted unanimously (6-0) to recommend approval. Staff also recommends approval of the ordinance amendment.

Summary: This ordinance amendment creates a middle housing zoning district that allows a variety of housing options between single-family and multi-family by right. Examples include duplexes, townhouses, small and medium multiplexes, and courtyard houses, as well as small lot single-family developments.

This item was presented at workshops with the Planning & Zoning Commission and City Council on August 4 and August 25 respectively, where direction was given on parking, buffering, and residential height protection.

Staff have discussed the proposal with interested parties throughout the community. We met with neighborhood groups at the June Seminar Supper, builders, developers, and engineers at the July Building and Development Breakfast, as well as directed stakeholder interviews and coordinated

internally between all applicable City departments to ensure the proposal meets the needs of all departments and maintains excellent City services. Staff have made changes to the draft proposal based on feedback from all engagement efforts and the previous workshops.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Section 1.10. Transitional Provisions Changes
3. Section 3.4. Plat Review Changes
4. Section 3.12. Building Permit Changes
5. Section 4.1. Establishment of Districts Changes
6. Section 5.1. and Section 5.2. Changes
7. Section 6.3. Types of Use Changes
8. Section 6.4. Specific Use Standards Changes
9. Article 7. General Development Standards Changes
10. Section 8.3. General Requirements of Subdivision Design Changes
11. Section 8.8. Requirements for Park Land Dedication Changes
12. Section 11.2 Defined Terms Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 1, "GENERAL PROVISIONS," SECTION 1.10 "TRANSITIONAL PROVISIONS," ARTICLE 3, "DEVELOPMENT REVIEW PROCEDURES," SECTION 3.4 "PLAT REVIEW," SECTION 3.12 "BUILDING PERMIT," ARTICLE 4, "ZONING DISTRICTS," SECTION 4.1 "ESTABLISHMENT OF DISTRICTS," ARTICLE 5, "DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS," SECTION 5.1 "RESIDENTIAL ZONING DISTRICTS," SECTION 5.2 "RESIDENTIAL DIMENSIONAL STANDARDS," ARTICLE 6, "USE REGULATIONS," SECTION 6.3 "TYPES OF USE," SECTION 6.4 "SPECIFIC USE STANDARDS," ARTICLE 7, "GENERAL DEVELOPMENT STANDARDS," ARTICLE 8, "SUBDIVISION DESIGN AND IMPROVEMENTS," SECTION 8.3 "GENERAL REQUIREMENTS AND MINIMUM STANDARDS OF DESIGN FOR SUBDIVISIONS WITHIN THE CITY LIMITS," SECTION 8.8 "REQUIREMENTS FOR PARKLAND DEDICATION," ARTICLE 11, "DEFINITIONS," SECTION 11.2 "DEFINED TERMS," BY AMENDING CERTAIN SECTIONS RELATING TO THE CREATION OF THE MIDDLE HOUSING ZONING 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:

PART 1: That Appendix A, "Unified Development Ordinance," Article 1, "General Provisions," Section 1.10 "Transitional Provisions," Article 3, "Development Review Procedures," Section 3.4 "Plat Review," Section 3.12 "Building Permit," Article 4, "Zoning Districts," Section 4.1 "Establishment of Districts," Article 5, "District Purpose Statements and Supplemental Standards," Section 5.1 "Residential Zoning Districts," Section 5.2 "Residential Dimensional Standards," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Article 8, "Subdivision Design and Improvements," Section 8.3 "General Requirements and Minimum Standards of Design for Subdivisions within the City Limits," Section 8.8 "Requirements for Parkland Dedication," Article 11, "Definitions," and Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A," Exhibit "B," Exhibit "C," Exhibit "D," Exhibit "E," Exhibit "F," Exhibit "G," Exhibit "H," Exhibit "I," Exhibit "J," Exhibit "K," Exhibit "L," Exhibit "M," Exhibit "N," Exhibit "O," Exhibit "P," Exhibit "Q," Exhibit "R," Exhibit "S," Exhibit "T," Exhibit "U," Exhibit "V," Exhibit "W," Exhibit "X," Exhibit "Y," Exhibit "Z," Exhibit "AA," Exhibit "AB," and Exhibit "AC," 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 27th day of October, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 1, "General Provisions," Section 1.10.B.5 "New Districts,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

5. **New Districts.**

The following districts are hereby created and added to those in effect at the time of adoption of this UDO.

New District	Name	Effective Date
RDD	Redevelopment District	June 13, 2003
P-MUD	Planned Mixed Use Development	June 13, 2003
NCO	Neighborhood Conservation Overlay	December 13, 2007
NAP	Natural Areas Protected	October 7, 2012
SC	Suburban Commercial	October 7, 2012
BP	Business Park	October 7, 2012
BPI	Business Park Industrial	October 7, 2012
RS	Restricted Suburban	September 22, 2013
MF	Multi-Family	December 28, 2014
MU	Mixed-Use	December 28, 2014
WE	Wellborn Estate	August 7, 2016
WRS	Wellborn Restricted Suburban	August 7, 2016
WC	Wellborn Commercial	August 7, 2016
ROO	Restricted Occupancy Overlay	April 19, 2021
MH	Middle Housing	November 6, 2022

Exhibit B

That Appendix A, "Unified Development Ordinance," Article 3, "Development Review Procedures," Section 3.4.C.3.b " Final Plats and Other Plats to be Recorded," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending 20) and adding 21) to read as follows:

- 20) Provide a note on the Final Plat to identify the Residential Parking Option chosen from the Single-Family Residential Parking Requirements for Platting when applicable; and
- 21) If the subject property is zoned MH Middle Housing, provide a note on the Final Plat to identify the list of proposed residential product type(s) to ensure the correct application of the Middle Housing Product Types and Dimensional Standards in Article 5, District Purpose Statements and Supplemental Standards.

Exhibit C

That Appendix A, "Unified Development Ordinance," Article 3, "Development Review Procedures," Section 3.12.B. "Application for Building Permit," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Subsection B.1. and adding B.6. and is to read as follows:

1. Applications for Building Permits for single-family, duplex, townhouse, or Courtyard House structures shall be accompanied by one (1) set of complete plans, drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration, easements, and required setbacks.

Applications for multi-family (including Multiplex) and commercial structures shall be accompanied by three (3) sets of complete plans, drawn to scale, including the approved site plan as required in the Site Plan Review Section in Article 3 of this UDO.

Additional sets of plans shall be supplied to the Building Official upon request.

6. If the subject property is zoned MH Middle Housing, applicants shall specify the proposed residential product type that is being proposed. See the Middle Housing Product Types and Dimensional Standards Table in Article 5. District Purpose Statements and Supplemental Standards for a list of allowed product types.

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 4, "Zoning Districts," Section 4.1 "Establishment of Districts,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Residential Zoning Districts		
R	Rural	
WE	Wellborn Estate	
E	Estate	
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhouse	
MH	Middle Housing	
MF	Multi-Family	
MU	Mixed-Use	
MHP	Manufactured Home Park	
Non-Residential Zoning Districts		
NAP	Natural Areas Protected	
O	Office	
SC	Suburban Commercial	
WC	Wellborn Commercial	
GC	General Commercial	
CI	Commercial Industrial	
BP	Business Park	
BPI	Business Park Industrial	
CU	College and University	
Planned Districts		
P-MUD	Planned Mixed-Use District	
PDD	Planned Development District	
Design Districts		
WPC	Wolf Pen Creek Development Corridor	
Northgate	NG-1	Core Northgate
	NG-2	Transitional Northgate
	NG-3	Residential Northgate
Overlay Districts		
OV	Corridor Overlay	
RDD	Redevelopment District	
ROO	Restricted Occupancy Overlay	
NCO	Neighborhood Conservation Overlay	
HP	Historic Preservation Overlay	
Retired Districts		
R-1B	Single-Family Residential	
R-4	Multi-Family	
R-6	High Density Multi-Family	
C-3	Light Commercial	

R&D	Research & Development
M-1	Light Industrial
M-2	Heavy Industrial
NPO	Neighborhood Prevailing Overlay

For the purpose of this UDO, portions of the City, as specified on the Official Zoning Map of the City, are hereby divided into the zoning, design, and overlay districts enumerated below. The intensity regulations applicable for such zoning districts are designated in Article 5 and the use regulations are designated in Article 6 of this UDO.

Exhibit E

That Appendix A, “Unified Development Ordinance,” Article 5, "District Purpose Statements and Supplemental Standards," Section 5.1 "Residential Zoning Districts," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Subsection I “Middle Housing”, renumbering the section, and Subsection I is to read as follows:

I. Middle Housing (MH).

This district is designed to be flexible and provide a variety of housing options by-right. It allows for detached single-family residences, duplexes, townhouses, Courtyard Houses, Live-Work Units, and Small and Medium Multiplexes. The MH District is intended to accommodate a walkable pattern of small lots, small blocks, and a well-connected street pattern adjacent to commercial and neighborhood centers. Middle Housing developments are ideal on the edge of more intense urban and multi-family areas to serve as a transition to single-family zoning districts. Structures in the MH district are individually platted, distinguishing them from the MF Multi-Family district.

Exhibit F

That Appendix A, “Unified Development Ordinance,” Article 5, "District Purpose Statements and Supplemental Standards," Section 5.2 "Residential Dimensional Standards,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section B and renumbering Residential Dimensional Standards Table to Section A, and Section B is to read as follows:

B. Middle Housing Product Types and Dimensional Standards Table

The following table establishes dimensional standards that shall be applied within the MH Middle Housing Zoning District, unless otherwise identified in this UDO.

Middle Housing Product Types and Dimensional Standards									
Housing type	Live-Work	Townhouse	Reduced Setback Single-Family	Single-Family	Courtyard Houses	Split-Lot Duplex	Duplex	Small Multiplex	Medium Multiplex
Min. Lot Area per Dwelling Unit (DU)	2,250 sq ft	2,250 sq ft	2,250 sq ft	3,200 sq ft	4,000 sq ft	2,250 sq ft	2,250 sq ft	1,500 sq ft	800 sq ft
Min. Lot Width	25'	25'	25'	40'	40'	25'	50'	60' (A)	80'
Min. Lot Depth	90'	90'	90'	80'	80'	90'	90'	100'	100'
Max. Number of Attached Units	N/A	6	N/A	N/A	N/A	2	2	4	12
Min. Front Setback	15' (B)	15' (B)	15' (B)	15' (B)	5'	15' (B)	15' (B)	15' (B)	15' (B)
Max. Front Setback	25'	25'	25'	25'	15'	25'	25'	25'	25'
Min. Side Setback	5'	5'	5' (C)	5'	5'	5'	5'	10'	10'
Min. Side Street Setback	5'	5'	5'	5'	15' (B)	5'	5'	5'	5'
Min. Setback between Structures	10'	10'	10'	10'	10'	10'	10'	10'	20'
Min. Rear Setback (D) (E)	40'	40'	40'	40'	20'	40'	40'	40'	40'
Max. Impervious Cover	55% (G)	55% (G)	55% (G)	55% (G)	55% (G)	55% (G)	55% (G)	(F)	(F)
Max. Height (H) (I) (J)	35'	35'	35'	35'	35'	35'	35'	35'	35'
Min. Number of Stories	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2
Max. Dwelling	16	16	16	12	16	20	20	24	24

Units/Acre (Subdivision Gross)									
Parking	Front/Rear (K)	Front/Rear (K)	Front/Rear (K)	Front/Rear/Side (K)	Rear	Rear	Rear	Rear	Rear

- (A) For Small Multiplex products, lot width may be reduced to 30 feet if building is two stories or taller.
- (B) The Administrator may decrease the minimum setback less than 15 feet, but not less than 5 feet, with an Administrative Adjustment if there are no utility or right-of-way constraints.
- (C) For Zero Lot Line development, follow section 8.3.H.3.
- (D) The rear setback shall be increased by the width of the required landscaping buffer when abutting Suburban Residential, Estate Residential, or Rural uses, as depicted in the Comprehensive Plan Future Land Use and Character Map.
- (E) The rear setback can be reduced to 20 feet if abutting an alley or if front or side parking is provided.
- (F) Maximum impervious cover shall be determined by an engineered drainage analysis performed in conjunction with the BCS Unified Stormwater Design Guidelines and approved by the City Engineer or their designee.
- (G) Additional impervious cover may be allowed as determined by an engineered drainage analysis performed in conjunction with the BCS Unified Stormwater Design Guidelines and approved by the City Engineer or their designee.
- (H) Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in this district.
- (I) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.
- (J) Shall abide by Section 7.2 H., Height
- (K) Front parking shall be allowed only when three or fewer parking spaces are required on the lot.

Exhibit G

That Appendix A, “Unified Development Ordinance,” Article 6, "Use Regulations," Section 6.3.C "Use Table,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

C. Use Table.

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. Permitted Uses.

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. Permitted Uses Subject to Specific Standards.

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. Conditional Uses.

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE	Residential Districts													Non-Residential Districts							Retired Districts							Design Districts										
Specific Uses	R	WF	E	MRS	RS	GS	T**	D**	MH***	ME**	MU**	MHP**	P-MU/D**	C	SC	WC	GC	CI	RP	RPI	CI	NAP	R-1R	R-4**	R-6**	C-3**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**					
KEY: P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5) ***Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units only																																						
RESIDENTIAL																																						
Assisted Living /Residential Care Facility														P	P		P																					
Boarding and Rooming House										P			P											P	P									P				
Courtyard Houses									P*																													
Dormitory										P	P		P											P	P							P	P	P				
Duplex								P	P				P											P	P													
Extended Care Facility/ Convalescent/ Nursing Home										P			P		P		P	P						P	P						P							
Fraternity/ Sorority										P														P	P							P	P	P				
Manufactured Home	P*		P*									P*																										
Mixed- Use Structure										P	P		P																		P	P	P	P				
Multi-Family										P	P		P											P	P						C ₁	P	P	P				

[illegible]

[illegible]

Hotels	C 2								P	P		P		P												P	P	P					
Mobil e Food Court									C 4	C 4		C 4															C 4	C 4	C 4				
Night Club, Bar or Taver n									C	C		C			C												C	P	P				
Office s									P	P	P		P	P	P	P	P	P	P							P	P	P	P	P			
Parkin g as a Prima ry Use										P		P	C			P	P										P		P *				
Perso nal Servic e Shop									P	P	P		P	P	P	P	P									P			P	P	P	P	
Printi ng/Co py Shop									P	P		P	P	P	P	P	P	P	P							P			P	P	P		
Radio /TV Statio n/Stu dios									P	P		P	P			P	P	P	P							P	P	P			P *		
Recre ationa l Vehicl e (RV) Park	C 3															C 3																	
Resta urants									P	P		P		P *	P *	P										P *			P	P	P	P *	
Retail Sales - Single Tenan t over 50,00 0 SF										P						P														P			
Retail Sales and Servic e									P	P	P		P		P *	P *	P *	P *								P			P	P	P	P	
Retail Sales and Servic e -										C		P				P *	P *									P				C	P	P	

[illegible]

Exhibit H

That Appendix A, “Unified Development Ordinance,” Article 6, "Use Regulations," Section 6.4 “Specific Use Standards,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Subsection E “Courtyard House”, renumbering section 6.4, and Subsection E is to read as follows:

E. Courtyard House.

Courtyard House developments are also subject to the following requirements:

1. A Courtyard House development shall not have more than 12 units around one courtyard.
2. The width of the courtyard green, independent of the individual lots, shall be no less than 30 feet. The courtyard shall include a walkway of at least five feet in width providing a direct path of pedestrian access to each residential lot along the courtyard. The design of the courtyard should be open and welcoming to the street, with any fencing and landscaping no higher than 36 inches along the courtyard.
3. All courtyard houses must be served by rear or side alleys, with at least one side of the development having frontage to a public street as shown in the diagram below:

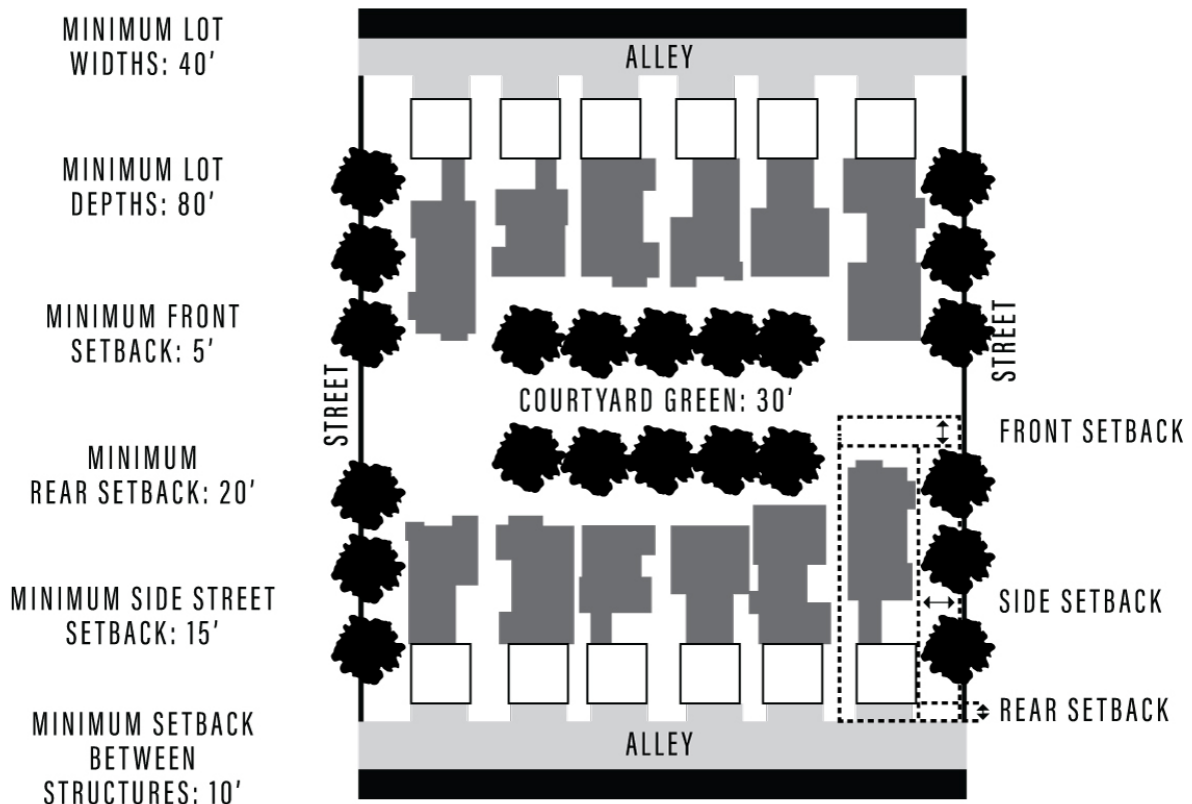


Exhibit I

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.2.E "More Than One (1) Principal Structure on a Lot or Parcel," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

E. More Than One (1) Principal Structure on a Lot or Parcel.

1. In any single-family, duplex, townhouse, or MH Middle Housing district, no more than one (1) structure housing a permitted principal use may be erected on a single lot or building plot.
2. In all other districts, more than one (1) structure housing a permitted principal use may be erected on a building plot. Yard and other requirements herein shall apply to the building plot.

Exhibit J

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.2.H. "Low-Density Residential Height Protection," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

H. Low-Density Residential Height Protection.**1. Purpose.**

The purpose of low-density residential height protection is to help mitigate negative visual impacts of higher-density residential and non-residential uses on adjacent, low-density residential uses and districts. This is accomplished by regulating the height of such higher-density residential or any non-residential uses when adjacent to low-density residential uses and districts.

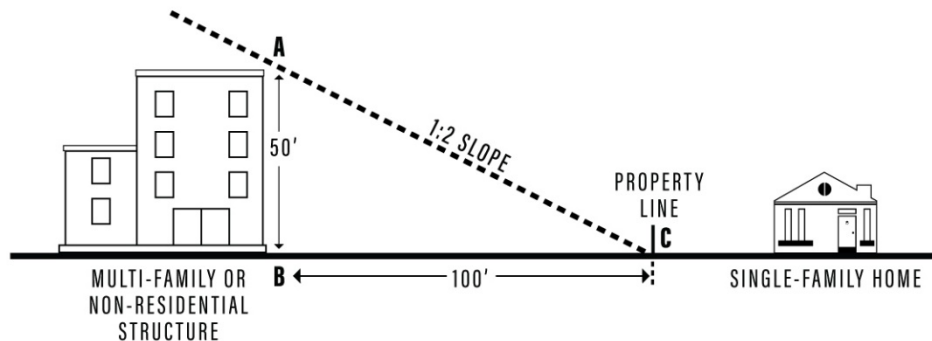
2. Applicability.

- a. This subsection shall apply to all multifamily structures, structures with Shared Housing uses, and nonresidential structures to be constructed or reconstructed in any way that would increase the building height as defined in Section 11.2 Defined Terms of this UDO, on property adjacent to a detached single-family, manufactured home park, or townhouse use or district.
- b. Unless otherwise stated in this UDO, the regulations herein shall not apply to any of the following:
 1. Structures located in NG, RDD, and P-MUD zoning districts;
 2. Utility structures such as elevated water storage tanks and electrical transmission lines;
 3. Individual architectural structures such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than thirty-three (33) percent of the surface area of the roof;
 4. Residential radio/television receiving antennas;
 5. When the detached single family, manufactured home park or townhome use on the adjacent tract is nonconforming;
 6. When the use on the adjacent tract is agricultural;
 7. Developments designed to be mixed-use or that are within areas where it has been identified that redevelopment is appropriate, as shown on the Comprehensive Plan Future Land Use and Character Map. Such developments at the periphery of the mixed-use area or area identified as appropriate for redevelopment shall meet the terms of Low-Density Residential Height Protection, when applicable; or
 8. When the developing property and all abutting properties are designated Mixed Residential on the Comprehensive Plan Future Land Use and Character Map, regardless of existing use or zoning. Unless otherwise excepted, the regulations herein shall apply to properties at the periphery of the Mixed Residential land use designation.

3. Slope Requirement.

- a. Multi-family and Multiplex structures, structures with Shared Housing uses, and non-residential structures shall remain under an imaginary line formed by a 1:2 slope as illustrated by the inclined plane in the graphic below, where 'A' is located at the property line shared with a detached single-family, manufactured home park or townhouse use or district.

When the adjacent lot is one dedicated by plat for detention or open area and is not buildable for a detached single-family house, townhouse, or manufactured home or residential amenity, the measurement shall be taken from the closest property line shared with a buildable detached single-family, townhouse, or manufactured home lot.



- b. In addition to the height limitations set forth above in this subsection, the following additional height limitations apply in WC Wellborn Commercial zoning:
1. No building may exceed two (2) stories;
 2. Maximum eave height shall be twenty-four (24) feet;
 3. Maximum overall height to peak of roof shall be thirty-five (35) feet;
 4. Any structure with an eave height over fifteen (15) feet will be constructed to resemble a two-story facade;
 5. Buildings located closest to detached single-family, manufactured home park or townhouse use or district and that are within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet; and
 6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine.

Exhibit K

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.3.C. "Dimensions, Access, and Location," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding new Subsections 5 and 6, amending the renumbered Subsection 8 (formerly 6), renumbering the remaining section, and is to read as follows:

5. In the MH Middle Housing zoning district, single-family, townhouses, and Live-Work Units may locate parking in front of the structure as long as three or fewer parking spaces are required and the parking area does not exceed a size equivalent of fifty (50) percent of the front area as described above.
6. In the MH Middle Housing zoning district, Courtyard Houses, duplexes, and Multiplexes shall locate parking between the rear plane of the primary structure and the rear property line.
8. The width of an alley may be assumed to be a portion of the maneuvering space requirement for off-street parking facilities located adjacent to a public alley. This standard shall apply for off-street parking for all uses including single-family residential, duplexes, townhouses, and Small and Medium Multiplexes.

Exhibit L

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.3.D.2 "Interior Islands," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

2. Interior Islands.

- a. All interior islands shall be evenly distributed throughout the interior of the parking area.
- b. For every fifteen (15) interior parking spaces, one hundred eighty (180) square feet of landscaping must be provided somewhere in the interior rows of the parking lot. Interior island areas may be grouped and configured as desired provided that circulation aisles remain clear and the minimum island area is not less than one hundred eighty (180) square feet. Interior islands may have sidewalks through them.
- c. In the MH Middle Housing zoning district, for every five (5) parking spaces located off alleys or in shared parking areas, ninety (90) square feet of landscaping must be provided somewhere along the parking row in a raised interior island. Islands should be spaced evenly along the property, or properties, that have a shared parking agreement. Interior islands may have sidewalks through them. These sidewalks shall count as part of the landscaping.
- d. End island areas that exceed the minimum required may be counted toward the interior parking island requirement.
- e. All interior islands must be raised at least six (6) inches and curbed, with the majority of the area of each island planted or treated with enhanced paving. The soil within the planted area shall not be compacted or stabilized and shall be contiguous with the soil at the natural grade.

Exhibit M

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.3.H. "Number of Off-Street Parking Spaces Required," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending the Minimum Off Street Parking Requirements Table to read as follows:

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/Unit	Plus Spaces For:
Assisted Living/Residential Care Facility	As determined by the Administrator*****		
Airport	As determined by the Administrator*****		
Banks	250 s.f.	Floor area over 500 s.f.: 1.0	
Bowling Alley	As Determined by the Administrator*****		
Bus Depot	As Determined by the Administrator*****		
Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
Courtyard House	BR	1.0 Minimum of 2, Maximum of 4	
Church	Seat	0.33*	
Convalescent Home/Hospital	Bed	0.5	
Duplex / Split-Lot Duplex	BR	1.0	
Dormitory	Bed	0.75	
Day Care Center	250 s.f.	Floor area over 500 s.f.: 1.0	
Fraternal Lodge	75 s.f.	Floor area over 150 s.f.: 1.0	
Fraternity/Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As Determined by the Administrator*****		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	Floor area over 700 s.f.: 1.0	
Golf Driving Range	Tee Station	1.0	

Health Club/Sports Facility	As Determined by the Administrator*****		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As Determined by the Administrator
Health Studio	150 s.f.	Floor area over 300 s.f.: 1.0	
Hospital	As Determined by the Administrator*****		
Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	
Laundry	150 s.f.	Floor area over 300 s.f.: 1.0	
Live-Work Unit	250 s.f. of non-residential portion of structure	Floor area over 250 s.f.: 1.0	1/BR, Residential DU
Motor Vehicle Sales/Service:			
Office/Sales Area	250 s.f.	1.0	
Service Area	200 s.f.	1.0	
Medical or Dental Clinic			
< 20,000 s.f.	200 s.f.	Floor area over 400 s.f.: 1.0	
Mixed-Use Structure*****	250 s.f. of non-residential portion of structure	Floor area over 500 s.f.: 1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2+ Bedroom	BR	1.0	
Multiplex	BR	1.0	
Night Club	50 s.f.	1.0	

Office Building	250 s.f.	Floor area over 500 s.f.: 1.0	
Personal Service Shop	250 s.f.	Floor area over 500 s.f.: 1.0	
Priv. School or Comm. Studio	100 s.f.	Floor area over 200 s.f.: 1.0	
Retail Sales & Service:			
GC, SC, WC, C-3	250 s.f.	Floor area over 500 s.f.: 1.0	
CI	350 s.f.	Floor area over 700 s.f.: 1.0	
Restaurant (w/o drive-through)	65 s.f.	Floor area over 130 s.f.: 1.0	
Restaurant (w/drive-through)	100 s.f.	Floor area over 200 s.f.: 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	Floor area over 500 s.f.: 1.0	
Shared Housing	Rooms at least 70 s.f. in area, excluding a kitchen, a living room, and a laundry room. The Administrator may also exclude additional rooms, but not below the number of BRs.	1.0	
Single-Family Dwelling ^{***}	BR	1.0 ^{***} Minimum of 2, Maximum of 4	1.0/Accessory Living Quarter

Single-Unit Dwelling	BR	1.0	
Shopping Center ^{**} :			
GC, SC, WC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Townhouse ^{***}	BR	1.0 ^{***} Minimum of 2, Maximum of 4	
Theater	Seat	0.25	
Truck Terminal	As Determined by the Administrator ^{*****}		
Two-Dwelling Unit	BR	1.0	
Veterinary Clinic	300 s.f.	Floor area over 600 s.f.: 1.0	
Warehouse	1,000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

- * Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.
- ** The minimum number of parking spaces for a shopping center shall be calculated at a rate of 1:250 in GC SC, or WC, and 1:350 in CI regardless of the composing uses unless otherwise determined by the Administrator that such composing uses require a modification to the applicable requirements.
- *** For areas designated Neighborhood Conservation on the Comprehensive Plan Future Land Use and Character Map there shall be no maximum number of parking spaces.
- **** Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.
- ***** When determining the required off-street parking requirements for the uses noted above, the Administrator shall consider the anticipated traffic demand, traffic circulation, and surrounding conditions. The Administrator may also consider information provided by the applicant that demonstrates the proposed number of off-street parking spaces is adequate for the proposed use and has been successfully employed in other locations.

Exhibit N

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.4.B.1 "Street Access," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

1. **Street Access.**

No use shall be permitted to take direct access to a street except as allowed in this Section.

a. **Local Streets.**

All residential uses and associated visitor parking areas may take direct access to local streets. Residential visitor parking areas may take direct access to local streets via a driveway, however no backing maneuvers onto local streets shall be allowed. Nonresidential uses shall not take direct access to local streets, provided that any lot located within a nonresidential subdivision or any parcel adjacent to a street within a nonresidential subdivision may take direct access to the local street internal to the subdivision, and provided that any corner lot abutting a local street and an arterial or collector street or freeway may take access to the local street if such access is required by the highway governmental authority having jurisdiction.

b. **Minor Collector Streets.**

No single-family dwelling, duplex, or townhouse shall take direct access to minor collector streets except when permitted by the Subdivision Regulations. Residential visitor parking areas may take direct access to minor collector streets via a driveway, however no backing maneuvers onto local streets shall be allowed.

c. **Major Collector Streets.**

No single-family dwelling, duplex, townhouse, or Multiplex shall take direct access to major collector streets. Residential visitor parking areas may take direct access to major collector streets via a driveway, however no backing maneuvers onto local streets shall be allowed.

d. **Arterial Streets.**

No single-family dwelling, duplex, townhouse, or Multiplex shall take direct access to arterial streets.

e. **Shared Driveways.**

The Development Engineer may require a shared driveway at the time of platting, development, or redevelopment of the affected lots.

When MH Middle Housing lots take access from a public street, one driveway shall be allowed for every two lots, unless a rear alley is provided. The Administrator may approve up to three lots to take access from a single driveway if a shared access easement is provided. See example diagram below:

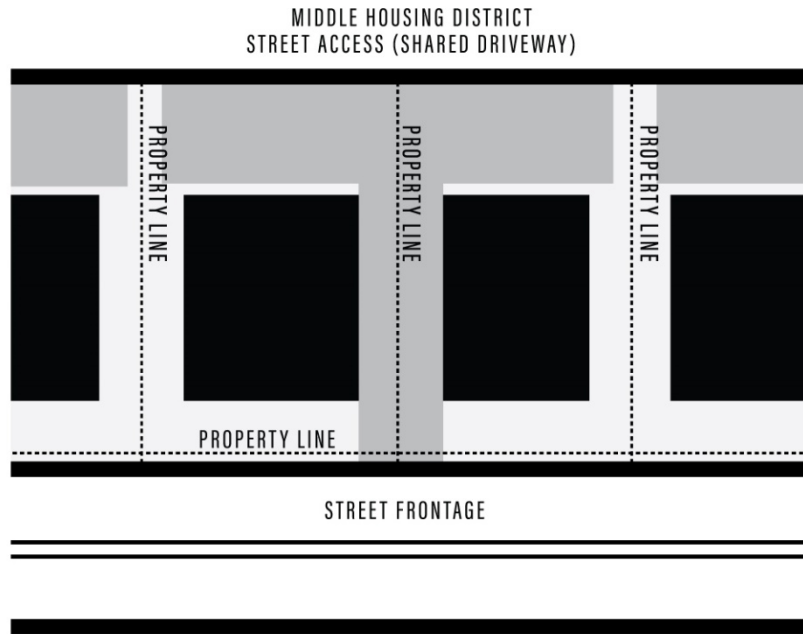


Exhibit O

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.4.C.2. "Location of Driveway Access," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Subsection d, to read as follows:

- d. For corner residential lots, if a backing maneuver would be required, the side access driveway connection to the street shall be subject to rear building setback requirements with a maximum of 20 feet.

Exhibit P

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.4.C.6 "Shared Access," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Subsection c, to read as follows:

- c. A joint private access easement is required between adjacent lots that share driveways in the MH Middle Housing zoning district.

Exhibit Q

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.4.C.7 "Geometric Design of Driveway Access," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Subsections c and e to read as follows:

- c. The curb return radii for driveways intersecting at right angles with the roadway and without a deceleration lane shall be as follows:
 - 1) Curb return radii for residential (single-family, townhouse, duplex, and Multiplex) driveways shall be between three (3) feet and ten (10) feet. Flare type residential driveways must also adhere to these dimensional criteria.
 - 2) Curb return radii for commercial and multi-family driveways shall vary between twenty-five (25) feet and thirty (30) feet. When special traffic conditions exist, the Administrator may require larger curb return radii up to fifty (50) feet.
 - 3) Curb return radii for driveway types not included in 1) or 2) above shall be determined by the Administrator.
- e. The maximum width of commercial, Multiplex, and multi-family driveway approaches for two-way operation shall not exceed thirty-six (36) feet, except that the Administrator may issue permits for driveway approaches greater than thirty-six (36) feet in width on major streets to handle special traffic conditions. The minimum width of commercial and multi-family driveway approaches for two-way operation shall be not less than twenty-four (24) feet.

Exhibit R

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.5.C "Summary of Permitted Signs," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

C. Summary of Permitted Signs.

The following signs are permitted in the relevant zoning districts of the City:

[Click here to access a PDF version of the Summary of Permitted Signs table.](#)

	R	WE	E	WRS	R-1B	GS	D	T	MH	MF	MU	R-4	R-6	MHP	O	SC	WC	GC	CI	C-3	BP	BPI	R&D	M-1	M-2
Apartme nt/Condo minium/ Manufact ured Home Park Identifica tion Signs										X	* * * *	X	X	X											
Area Identifica tion/Subd ivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs***										X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Campus Wayfindi ng Signs										X	X				X	X	X	X	X		X	X	X		
Commerc ial Banners* **										X	X	X	X		X	X	X	X	X	X	X	X	X	X	X
Develop ment Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Direction al Traffic Control Signs											X				X	X	X	X	X	X	X	X	X	X	X
Freestand ing Signs***															*	*		X	X					X	X
Hanging Signs											X														
Home Occupati on Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X											
Low Profile Signs***										X					X	X	X	X	X	X	X	X	X	X	X

Non-Commercial Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Projection Signs										X	X															
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof Signs																		X	X						X	X

- * One (1) Freestanding Sign shall be allowed in the O Office zone only when the premises has a minimum of two (2) acres.
- ** Freestanding Signs are permitted for building plots with freeway frontage only. See 7.5.N "Freestanding Commercial Signs" for additional standards.
- *** Except as provided for in Section 7.5.Y, Signs for Permitted Non-residential Uses in Residential or Agricultural Districts.
- **** Apartment signage is permitted in the MU Mixed-Use district as attached signs only.

Exhibit S

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.6.B. "Application of Section," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

B. Application of Section.

The landscaping requirements of this Section apply to all land located in the City of College Station proposed for site development with the exception of those zoned NG-1, NG-2, and NG-3. The requirements also do not apply to single-family, duplex, townhouse, Multiplex, or mixed-use developments in the MU district, except as follows:

1. The requirements of this Section have limited application to properties developed for duplexes, as follows:
 - a. A minimum of two hundred (200) points of landscaping as calculated in this Section shall be provided for each new duplex;
 - b. Where parking is provided in the front yard, an eight-foot landscaped setback shall be required between the property line and the nearest side of the parking pad. This eight-foot setback area must be landscaped and contain a three-foot high screen consisting of a continuous berm, hedge, or wall. In addition, an eight-foot landscaped setback shall be required between the dwelling unit and the nearest side of the parking pad; and
 - c. The maintenance and completion requirements of this Section also apply to duplex uses. Every development must employ an irrigation system. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.
2. The requirements of this Section have limited application to properties developed for single-family, townhouse, and Courtyard House developments, as follows:
 - a. A minimum of two (2) trees of at least two (2) inches in caliper or one (1) tree of four-inch caliper shall be planted on each lot with every new single-family home.
 - b. A minimum of one (1) tree of four-inch caliper shall be planted on each lot with every new Courtyard House.
 - c. For townhouse and Courtyard House developments, the Administrator may allow the required trees to be dispersed throughout the development, including common areas.
 - d. The landscaping requirements of this Section shall apply to manufactured home parks, but not to individual manufactured homes on separate lots.
3. The requirements of this Section apply to properties developed for Multiplexes, as follows:
 - a. A minimum of two hundred (200) points of landscaping as calculated in this Section shall be provided for each new Multiplex unit with a maximum of one thousand (1,000) points;
 - b. Within fifty (50) feet of the property line along the street, and located between the structure and the public right-of-way, street, or public way, one (1) canopy tree for every twenty-five (25) linear feet of frontage shall be installed. One (1) existing tree (minimum four-inch caliper) may be substituted for a new tree;

- c. Canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired so long as the canopy trees are reasonable dispersed across each public right-of-way, street, or public way frontage;
 - d. Two (2) non-canopy trees may be substituted for one (1) canopy tree;
 - e. Parking areas adjacent to a right-of-way shall be screened from the right-of-way. Screening is required along one hundred (100) percent of the street frontage (such as ten (10) shrubs for every thirty (30) linear feet of frontage), with the exception of areas within the visibility triangle. Screening may be accomplished using plantings, berms, structural elements, or combinations thereof, and must be a minimum of three (3) feet above the parking lot pavement elevation. Walls and planting strips shall be located at least two (2) feet from any parking area. Where the street and the adjacent site are at different elevations, the Administrator may alter the height of the screening to ensure adequate screening. Fifty (50) percent of all shrubs used for screening shall be evergreen;
 - f. One hundred (100) percent coverage of groundcover, decorative paving, decorative rock, or a perennial grass is required in parking lot islands, swales and drainage areas, and the parking lot setback unless otherwise landscaped or existing plants are preserved. One hundred (100) percent coverage of groundcover or perennial grass is also required in all unpaved portions of street or highway right-of-way or on adjacent property that has been disturbed during construction. If grass is to be used for groundcover, one hundred (100) percent live grass groundcover is required whether by solid sod overlay or pre-planting and successful takeover of grasses. No point value shall be awarded for ground cover; and
 - g. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.
4. The requirements of this Section have limited application to properties developed in the MU Mixed-Use district, as follows:
- a. Within fifty (50) feet of the property line along the street, and located between the structure and the public right-of-way, street, or public way, one (1) canopy tree for every twenty-five (25) linear feet of frontage shall be installed. One (1) existing tree (minimum four-inch caliper) may be substituted for a new tree.
 - b. Canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired so long as the canopy trees are reasonable dispersed across each public right-of-way, street, or public way frontage.
 - c. Parking areas adjacent to a right-of-way shall be screened from the right-of-way. Screening is required along one hundred (100) percent of the street frontage (such as ten (10) shrubs for every thirty (30) linear feet of frontage), with the exception of areas within the visibility triangle. Screening may be accomplished using plantings, berms, structural elements, or combinations thereof, and must be a minimum of three (3) feet above the parking lot pavement elevation. Walls and planting strips shall be located at least two (2) feet from any parking area. Where the street and the adjacent site are at different elevations, the Administrator may alter the height of the screening to ensure adequate screening. Fifty (50) percent of all shrubs used for screening shall be evergreen.
 - d. One hundred (100) percent coverage of groundcover, decorative paving, decorative rock, or a perennial grass is required in parking lot islands, swales and drainage areas, and the parking lot setback unless otherwise landscaped or existing plants are preserved. One hundred (100) percent coverage of groundcover or perennial grass is also required in all unpaved portions of street or highway right-of-way or on adjacent property that has been disturbed during construction. If grass is to be used for groundcover, one hundred (100) percent live grass groundcover is required

whether by solid sod overlay or pre-planting and successful takeover of grasses. No point value shall be awarded for ground cover.

- e. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.
- 5. All landscaping/streetscaping requirements under this Section shall run with the land once the development has begun and shall apply against any owner or subsequent owner.
- 6. The landscaping requirements of this Section apply to all unsubdivided property, improved subdivided lots and to other improved lands where buildings or structures are being added or replaced within the City.
- 7. Each phase of a multi-phase project shall comply with this Section.
- 8. All plantings must be in accordance with the College Station Plant List, or as deemed appropriate by the USDA for Zone 8 in their Hardiness Zone Map. The plant list is approved and amended as needed by the Administrator.

Exhibit T

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.7.B.2 "of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

2. Exceptions to the terms of this Section will be made when:
 - a. The adjacent developed use is nonconforming;
 - b. The adjacent developed use is agricultural;
 - c. The Comprehensive Plan Future Land Use and Character Map designates the area as a Redevelopment Area;
 - d. The property is zoned P-MUD or PDD and the buffer requirement was determined through the rezoning process;
 - e. The developing use is a Primary or Secondary Educational Facility containing a building with a Group "E" occupancy as defined in the International Building Code; or
 - f. Properties in NG and RDD districts.
Per Ordinance No. 3280 (September 9, 2010)
 - g. The required buffer yard is adjacent to FEMA designated 100-year floodplain or residential common area, with approval by the Administrator
 - h. The developing property and all abutting properties are designated Mixed Residential or a more intense land use on the Comprehensive Plan Future Land Use and Character Map, regardless of existing use or zoning. Unless otherwise excepted, the regulations herein shall apply to properties at the periphery of the Mixed Residential land use designation.

Exhibit U

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.7.D "Location," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

D. Location.

The buffer shall abut property boundaries shared with less intense uses or zoning districts as shown in Section 7.7.F, Minimum Buffer Standards. In the event that a property abuts a less intense use and a less intense zoning district, the less stringent buffer shall be required along the shared boundary.

Exhibit V

That Appendix A, “Unified Development Ordinance,” Article 7, "General Development Standards," Section 7.7.F. “Minimum Buffer Standards,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending the Minimum Buffer Standards Table, and amending Subsection 2.h. to read as follows:

F. Minimum Buffer Standards.

The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below. The numbers shown are the required buffer widths.

DEVELOPING USE (Classification)	ABUTTING PARCEL* (Use least restrictive of the zoning or the developed use.)		
	Single-Family Residential (ii)	Multi-Family Residential (i)	Non-Residential (iii)
Single-family (i)	N/A	N/A	N/A
Middle Housing (ii)	2.5-ft for every 5-ft of building height (1)	N/A	N/A
Structures with a Shared Housing use	2.5-ft for every 5-ft of building height (1)	N/A	N/A
Multi-Family (iii)	10' (1)	N/A	N/A
Office	10' (1)	N/A	N/A
Commercial ***	15' (2)	10' (1)	N/A
Industrial	25' (2)	15' (2)	5'
Business Park	50' (2)	15' (2)	5'
Business Park – Industrial	50' (2)	30' (2)	10' **
SOB	50' (2)	50' (2)	50' (2)

(P) Includes manufactured homes, mobile homes, manufactured home parks, duplexes in the D Duplex zoning district, and townhouses in the T townhouse zoning district.

(ii) Includes developments in the MH Middle Housing zoning district.

(iii) Includes commercial and other non-residential uses developed in the MF Multi-Family district.

* When an abutting parcel is vacant and zoned R Rural, the Administrator shall use the land use classification of the property as designated on the Comprehensive Plan Future Land Use and Character Map in lieu of the zoning category in determining the buffer requirement.

** When an abutting parcel is zoned BP Business Park or BPI Business Park Industrial, the buffer width shall be reduced to five feet (5').

*** When a developing parcel is zoned WC Wellborn Commercial and adjacent to single-family, the buffer width shall be twenty (20) feet with a fence.

(1) Fence

(2) Wall

- h. Existing vegetation may count toward the planting requirement if:
 - 1. The vegetation is in good health and the landscape/streetscape plan verifies that it will meet the plantings criteria listed above (non-point trees may count towards a natural buffer); and
 - 2. The vegetation is protected in accordance with Section 7.6.C.2.c, Landscaping and Tree Protection, of this UDO.

Exhibit W

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards,” Section 7.8.C. “Guidelines,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

C. Guidelines.

The following minimum standards shall be met:

1. Dumpster screens should be located outside of utility and drainage easements. Property owners with dumpster screens located within utility easements are hereby warned that they will be responsible for the replacement of the screens if it becomes necessary to remove them for utility construction and/or maintenance.
2. Multi-family developments and Multiplexes in the MH Middle Housing district shall provide the required pad and screening for one (1) eight-yard dumpster per thirty-two (32) bedrooms;
3. Townhomes with five (5) or more attached units not served by approved, accessible alleys, shall provide the required pad and screening for one (1) eight-yard dumpster per thirty-two (32) bedrooms;
4. The interior clearance (inside the screen) dimensions for a single three hundred-gallon container enclosure shall be ten (10) feet deep by ten (10) feet wide;
5. The interior clearance (inside the screen) dimensions for a single (one (1) eight-yard) dumpster enclosure shall be twelve (12) feet deep by twelve (12) feet wide;
6. The interior clearance (inside the screen) dimensions for a double (two (2) eight-yard) dumpster enclosure shall be twelve (12) feet deep by twenty-four (24) feet wide;
7. Bollards and other such devices are highly recommended, but shall not be set within the minimum width dimensions noted above;
8. All required containers and dumpsters pads shall be constructed of six (6) inches of steel-reinforced concrete;
9. All required containers and dumpsters shall be screened by means of an approved six-foot high opaque device on a minimum of three (3) sides. Depending on visibility to pedestrian and vehicular traffic, a gate may be required for all enclosures except three hundred-gallon side-loading automated containers. Gates shall have a minimum width of twelve (12) feet when open, shall swing one hundred eighty (180) degrees from the closed position, and shall utilize a positive-locking mechanism while in the open position. Three hundred-gallon side-loading automated container enclosures shall be open on the side, facing the collection point. The open side cannot be facing the public right-of-way. Plant materials may be used to supplement required screening. Materials may be dictated by the terms of a Conditional Use Permit (CUP) or the Design Review Board (DRB); and
10. The ingress, egress, and approach to all dumpster pads shall conform to the fire lane requirements.
11. In SC Suburban Commercial and WC Wellborn Commercial, consolidated solid waste service is required and shall be located furthest from single-family use or zoning. Notwithstanding the foregoing, it may be located adjacent to single-family if a buffer wall is used.
12. In BP Business Park, consolidated solid waste service is required and shall be located furthest from single-family use or zoning.

Exhibit X

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards,” Section 7.11.A. “Applicability,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

P. Applicability.

All lighting within developments shall meet the requirements of this Section, except that single-family residential, duplexes, townhouses, Primary & Secondary Educational Facilities containing a building with a Group “E” occupancy as defined in the International Building Code, athletic fields, and lighting not visible from the perimeter of a development are exempted.

Exhibit Y

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards,” Section 7.13.B.1 “Trip Generation Rates,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Table 1 to read as follows:

Table 1				
Trip Generation: Residential Land Uses				
Zoning Classification	Maximum Units/Acre	ITE Land Use Code	Trip Rate / Unit	Trip Rate / Acre
R	0.33	210	1.00	0.33
WE	0.5	210	1.00	0.5
E	1	210	1.00	1
WRS	2	210	1.00	2
RS	4	210	1.00	4
GS	8	210	1.00	8
D	12	230	0.52	6.24
T	14	230	0.52	7.28
MH	24	230	0.52	12.48
MF	30	220	0.62	18.6
MU	Determined by Administrator			
MHP	Determined by Administrator			
P-MUD	Determined by Administrator			

Exhibit Z

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.3.G.1. of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

1. Blocks for single-family, duplex, townhouse, and Multiplex lots shall be platted to provide two (2) tiers of lots with a utility easement or alley between them. A single tier of lots may be used if the lots back up to a thoroughfare, railroad, or floodplain. Courtyard House developments may provide more tiers of lots if an alley connection is provided through both sides of the block.

Exhibit AA

That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.3.H.1., "General Requirements", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Subsection h to read as follows:

- h. Single-family, duplex, townhouse, and Multiplex lots shall have frontage on a public street or a private street constructed to public standard. Lots intended for other uses that do not have frontage on a public street shall provide access via a Public Way or a private access easement containing a drive that meets City fire lane standards. The construction of the private drive may be delayed until the time of site development. Courtyard House lots may be exempted from this requirement as long as fire protection is maintained.

Exhibit AB

That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.8.D.2., of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Subsection a to read as follows:

- a. The amount of land to be dedicated for park purposes shall be as set forth in Section K "Park Land Dedication and Development Fees".

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

- 1) Prior to the issuance of any building permits for multi-family and Multiplex development,
- 2) Concurrently with the final plat for each phase of the development, or
- 3) In accordance with the terms of a valid Development Agreement associated with the property.

If land dedication is to occur in future phases of a multiple-phase development, the developer may provide the City with financial security against the current dedication requirements by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and, in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication and improvements as set forth in Section K "Park Land Dedication and Development Fees". The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land and payment of the fee for the required improvements.

Exhibit AC

That Appendix A, "Unified Development Ordinance," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding the following definitions :

"Courtyard House: One of a group of small detached single-family dwelling units arranged around a shared open courtyard accessible to the units. Dwelling units shall be individually platted and oriented so that the front entrances are accessed from the shared courtyard. The courtyard shall be jointly owned and managed by a HOA and preserved as open green space. Vehicular access and garages shall be via an alley or private drive.

Multiplex, Medium: A residential structure that consists of five (5) to twelve (12) dwelling units, either side by side or stacked. Primary entry to the structure is allowed only through a Shared Primary Entrance. The land underneath is a single platted lot and is not divided into separate lots. Condominiums are included in this definition.

Multiplex, Small: A residential structure that consists of three (3) to four (4) dwelling units, either side by side or stacked. Primary entry to the structure is allowed only through a Shared Primary Entrance. The land underneath is a single platted lot and is not divided into separate lots. Condominiums are included in this definition.

Shared Primary Entrance: A common front/primary entry to the interior of a structure through which all occupants enter. Separate dwelling units in the structure take access off a shared internal corridor.

Split-Lot Duplex: Two (2) attached dwelling units where each dwelling unit is located on a separately platted lot."

And by amending the following definition:

"Live-Work Unit: A mixed-use structure with a ground level workspace or commercial space and one upper-level dwelling unit occupied by the proprietor."

Sec. 1.10. Transitional Provisions.

B. Zoning Districts.

5. New Districts.

The following districts are hereby created and added to those in effect at the time of adoption of this UDO.

New District	Name	Effective Date
RDD	Redevelopment District	June 13, 2003
P-MUD	Planned Mixed Use Development	June 13, 2003
NCO	Neighborhood Conservation Overlay	December 13, 2007
NAP	Natural Areas Protected	October 7, 2012
SC	Suburban Commercial	October 7, 2012
BP	Business Park	October 7, 2012
BPI	Business Park Industrial	October 7, 2012
RS	Restricted Suburban	September 22, 2013
MF	Multi-Family	December 28, 2014
MU	Mixed-Use	December 28, 2014
WE	Wellborn Estate	August 7, 2016
WRS	Wellborn Restricted Suburban	August 7, 2016
WC	Wellborn Commercial	August 7, 2016
ROO	Restricted Occupancy Overlay	April 19, 2021
<u>MH</u>	<u>Middle Housing</u>	<u>November 6, 2022</u>

Sec. 3.4. Plat Review.

C. Application Requirements.

3. When required to submit the following, the applications shall comply with and/or show the following information:

- b. **Final Plats and Other Plats to be Recorded.**

- 20) Provide a note on the Final Plat to identify the Residential Parking Option chosen from the Single-Family Residential Parking Requirements for Platting when applicable; and
 - 21) If the subject property is zoned MH Middle Housing, provide a note on the Final Plat to identify the list of proposed residential product type(s) to ensure the correct application of the Middle Housing Product Types and Dimensional Standards in Article 5, District Purpose Statements and Supplemental Standards.

Sec. 3.12. Building Permit.

B. Application for Building Permit.

1. Applications for Building Permits for single-family, duplex, ~~or~~ townhouse, or Courtyard House structures shall be accompanied by one (1) set of complete plans, drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration, easements, and required setbacks.

Applications for multi-family (including Multiplex) and commercial structures shall be accompanied by three (3) sets of complete plans, drawn to scale, including the approved site plan as required in the Site Plan Review Section in Article 3 of this UDO.

Additional sets of plans shall be supplied to the Building Official upon request.

2. The application shall include such other information as lawfully may be required by the Building Official or the Administrator, including existing or proposed building or alteration; existing or proposed uses of the building and land; the number of families, housekeeping units, or rental units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this UDO.
3. One (1) copy of the plans shall be returned to the applicant by the Building Official after it is marked as either approved, approved with conditions, or disapproved and attested to same by his signature on such copy. The original copy of the plans, similarly marked, and the associated site plan shall be retained by the Building Official.
4. Where applicable, applicants shall submit information and materials required in the Landscaping and Tree Protection Section in Article 7 of this UDO.
5. Where applicable, applicants shall submit information and materials required in the Non-Residential Architectural Standards Section in Article 7 of this UDO.
6. If the subject property is zoned MH Middle Housing, applicants shall specify the proposed residential product type that is being proposed. See the Middle Housing Product Types and Dimensional Standards Table in Article 5. District Purpose Statements and Supplemental Standards for a list of allowed product types.

Sec. 4.1. Establishment of Districts.

Residential Zoning Districts		
R	Rural	
WE	Wellborn Estate	
E	Estate	
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhouse	
MH	Middle Housing	
MF	Multi-Family	
MU	Mixed-Use	
MHP	Manufactured Home Park	
Non-Residential Zoning Districts		
NAP	Natural Areas Protected	
O	Office	
SC	Suburban Commercial	
WC	Wellborn Commercial	
GC	General Commercial	
CI	Commercial Industrial	
BP	Business Park	
BPI	Business Park Industrial	
CU	College and University	
Planned Districts		
P-MUD	Planned Mixed-Use District	
PDD	Planned Development District	
Design Districts		
WPC	Wolf Pen Creek Development Corridor	
Northgate	NG-1	Core Northgate
	NG-2	Transitional Northgate
	NG-3	Residential Northgate
Overlay Districts		
OV	Corridor Overlay	
RDD	Redevelopment District	
ROO	Restricted Occupancy Overlay	
NCO	Neighborhood Conservation Overlay	
HP	Historic Preservation Overlay	
Retired Districts		
R-1B	Single-Family Residential	
R-4	Multi-Family	
R-6	High Density Multi-Family	
C-3	Light Commercial	

R&D	Research & Development
M-1	Light Industrial
M-2	Heavy Industrial
NPO	Neighborhood Prevailing Overlay

For the purpose of this UDO, portions of the City, as specified on the Official Zoning Map of the City, are hereby divided into the zoning, design, and overlay districts enumerated below. The intensity regulations applicable for such zoning districts are designated in Article 5 and the use regulations are designated in Article 6 of this UDO.

(Ord. No. 2012-3450 , Pt. 1(Exh. B), 9-27-2012; Ord. No. 2013-3521 , Pt. 1(Exh. C), 9-12-2013; Ord. No. 2014-3624 , Pt. 1(Exh. B), 12-18-2014; Ord. No. 2016-3792 , Pt. 1(Exh. B), 7-28-2016; Ord. No. 2018-4001 , Pt. 1(Exh. C), 4-12-2018; Ord. No. 2020-4161 , § 2(Exh. B), 3-9-2020; Ord. No. 2020-4187, Pt. 1(Exh. A), 6-11-2020 ; Ord. No. 2021-4259 , Pt. 1(Exh. C), 4-19-2021)

Sec. 5.1. Residential Zoning Districts.

Occupancy of any dwelling in the following districts shall be limited to "family" as defined by this UDO.

I. **Middle Housing (MH).**

This district is designed to be flexible and provide a variety of housing options by-right. It allows for detached single-family residences, duplexes, townhouses, Courtyard Houses, Live-Work Units, and Small and Medium Multiplexes. The MH District is intended to accommodate a walkable pattern of small lots, small blocks, and a well-connected street pattern adjacent to commercial and neighborhood centers. Middle Housing developments are ideal on the edge of more intense urban and multi-family areas to serve as a transition to single-family zoning districts. Structures in the MH district are individually platted, distinguishing them from the MF Multi-Family district.

J. **Multi-Family (MF).**

The MF district is designed for areas having intense development. MF is flexible and allows for attached and detached single-unit dwellings, two-unit dwellings, multi-family buildings and optional mixed-use development.

1. **Supplemental Standards for MF:** Non-residential uses are permitted up to a maximum of 50 percent of the total floor area if incorporated into the residential structure.

K. **Mixed-Use (MU).**

The MU is designed for areas having the most intense level of development. MU areas consist of residential, commercial and office uses in mixed-use structures.

1. **Supplemental Standards for MU:**
 - a. Non-residential uses with a minimum depth of 30-feet are required on the ground floor if adjacent to Texas Avenue, Harvey Road, University Drive or Earl Rudder Freeway.
 - b. A minimum of 30 percent of the total floor area of each development shall be devoted to residential uses. Hotels may be considered a residential use to meet this requirement.
 - c. The Floor Area Ratio (FAR) in this district shall be a minimum of 1:1. Structured parking, public plazas, outdoor dining areas, and covered areas attached to the structure may be included in the FAR calculation. Surface parking, even if covered, will not count toward the required FAR.
 - d. The ground floor of structures shall be a minimum of 25 percent of the lot area.

L. **Manufactured Home Park (MHP).**

This district contains land that is located, designed and operated as a site for residential uses consisting of manufactured homes in accordance with the permitted uses. The following supplemental standards shall apply to this district:

1. The construction, reconstruction, alteration, or enlargement of a manufactured home park must be pursuant to an approved site plan.
2. Minimum manufactured home park area is two (2) contiguous acres.
3. Maximum gross density shall be ten (10) dwelling units per acre.
4. Minimum setback for a manufactured home from a public street shall be fifteen (15) feet.

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5. Minimum setback for a manufactured home from a lot line shall be fifteen (15) feet.
 6. Minimum setback for a manufactured home from a private street, parking, or other common area shall be fifteen (15) feet.
 7. Minimum setback between two (2) manufactured homes shall be fifteen (15) feet; except that private accessory storage structures located on an individual manufactured home lot need not maintain a separation from the manufactured home that occupies the same lot.
 8. Parking areas may be located within common parking areas or on individual manufactured home lots, provided that the parking required for each manufactured home is located within two hundred (200) feet of each lot.
 9. Each manufactured home park lot shall have access to public utilities, and it shall have vehicular access to/from either a public right-of-way or private drive.

(Ord. No. 2013-3521 , Pt. 1(Exh. D), 9-12-2013; Ord. No. 2014-3624 , Pt. 1(Exh. C), 12-18-2014; Ord. No. 2016-3792 , Pt. 1(Exh. C), 7-28-2016)

Sec. 5.2. Residential Dimensional Standards.

A. Residential Dimensional Standards Table

The following table establishes dimensional standards that shall be applied within the Residential Zoning Districts, unless otherwise identified in this UDO.

Residential Zoning Districts												
	R	WE	E(N)(P)	WRS	RS(J)	GS(J)(P)	T	D	MHP	MF	MU	Accessories
Non-Clustered Residential Zoning Districts												
Min. Average Lot Area per Dwelling Unit (DU)	3 acres Average	2 acres	1 Acre	20,000 SF	10,000 SF Average	5,000 SF	2,000 SF	3,500 SF	>(L)	None	None	Refer to Section 6.5, Accessory Uses(L)
Absolute Min. Lot Area per Dwelling Unit (DU)	2 Acres	2 acres	1 Acre	20,000 SF	6,500 SF	5,000 SF	2,000 SF	3,500 SF		None	None	
Min. Lot Width	None	100 (M)	100'(M)	70'	70'	50'	None	35'/DU(E)		None	None	
Min. Lot Depth	None	None	None	None	None	100'	None	100'		None	None	
Min. Front Setback (H)	50'	30'	30'	25'	25'	25'(D)	25'(D)	25'(D)		15'	None	
Max. Front Setback	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	15'(O)	
Min. Side Setback	20'	10'	10'	7.5' (Q)	7.5' (Q)	7.5' (Q)	(A)	7.5'(C)		(A) (B)	None	
Min. Side Street Setback	15'	15'	15'	15'	15'	15'	15'	15'		15'	None	
Max. Side Street Setback	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	15'(O)	
Min. Side Setback between Structures(B)	N/A	15'	15'	15'	15'	15'	7.5'	15'		7.5'	None	
Min. Rear Setback (L)	50'	20'	20'	20'	20'	20'	20'	20'(F)		20'	20'	
Max. Impervious Cover(R)	30%	30%	30%	40%	50%	55%	75%	65%		(S)	(S)	
Max. Height	35'(G)(K)(L)	35'(G)(K)	35'(G)(K)(L)	35'(G)(K)	35'(G)(K)(L)	2.5 Stories/35'(G)(K)(L)	35'(G)(K)(L)	2.5 Stories/35'(G)(K)(L)		(G) (L)	(G) (L)	
Minimum Number of Stories	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	2 Stories	

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(Supp. No. 6, Update 5)

Max. Dwelling Units/Acre (Subdivision Gross)	0.33	0.5	1.0	2.0	4.00	8.0	14.0	12.0	10.0	30.0	N/A	N/A
Min. Dwelling Units/Acre	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12	N/A	
Clustered Residential Zoning Districts												
Min. Average Lot Area per Dwelling Unit (DU)	N/A	1 Acre	20,000 SF Average	8,000 SF	8,000 SF Average	3,750 SF (P)	N/A	N/A	N/A	N/A	N/A	N/A
Absolute Min. Lot Area per Dwelling Unit (DU)		1 Acre	10,000 SF	8,000 SF	6,500 SF	3,750 SF						
Min. Lot Width		100' (M)	100' (M)	None	None	None						
Min. Lot Depth		None	None	None	None	None						
Min. Front Setback (H)		Refer to Section 8.3.H.4, Cluster Development, Specific District Standards										
Min. Side Setback												
Min. Street Side Setback												
Min. Side Setback between Structures(B)												
Min. Rear Setback (L)												
Max. Impervious Cover(R)		30%	30%	40%	50%	55%						
Max. Height		35'(G) (K)	35'(G) (K)	35'(G) (K)	35'(G) (K)	2.5 Stories/ 35'(G) (K)(L)						
Max. Dwelling Units/Acre (Subdivision Gross)		0.5	1.0	2.0	4.00	8.0						

Notes:

- (A) A minimum side setback of seven and one-half (7.5) feet is required for each building or group of contiguous buildings.

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- (B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or by dedicated right-of-way or easement.
 - (C) Zero lot line construction of a residence is allowed where property on both sides of a lot line is owned and/or developed simultaneously by single party. Development under lot line construction requires prior approval by the Zoning Official. In no case shall a single-family residence or duplex be built within fifteen (15) feet of another primary structure. See Article 8, Subdivision Design and Improvements, for more information.
 - (D) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.
 - (E) The minimum lot width for a duplex dwelling may be reduced to thirty (30) feet per dwelling unit when all required off-street parking is provided in the rear or side yard.
 - (F) Minimum rear setback may be reduced to fifteen (15) feet when parking is provided in the front yard or side yard.
 - (G) Shall abide by Section 7.2 H., Height.
 - (H) Reference Section 7.2 D.1.e for lots created by plat prior to July 15, 1970 and designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map.
 - (I) Reference Section 7.2 D.1.b for lots with approved rear access.
 - (J) For areas within a Single-Family Overlay District, reference the Neighborhood Prevailing Standards Overlay Districts Section in Article 5 or the Ordinance authorizing the rezoning for Neighborhood Conservation Overlay Districts.
 - (K) Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts.
 - (L) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.
 - (M) In subdivisions built to rural street standards, lots shall be a minimum of one hundred (100) feet in width. There is no minimum lot width in cluster subdivisions built to urban street standards.
 - (N) Estate lots that are part of a subdivision existing on or before September 12, 2013 are not permitted to use Cluster Development Standards without rezoning approval, which incorporates the entire subdivision.
 - (O) For MU zoned properties, maximum side street and front setbacks may be measured from the edge of a public easement when it is in excess of the maximum setback. Maximum setbacks may be increased to up to eighty-five (85) feet to accommodate a parking lot between the structure and the street. Maximum setback requirements may be fulfilled through the use of plazas, outdoor dining, and bicycle parking.
 - (P) Reference Section 8.3 H.4.e when using the cluster option in the Wellborn Community Plan area.
 - (Q) Minimum side setback may be reduced to five (5) feet where property on both sides of a lot line is owned and/or developed simultaneously by a single party. Development under reduced side setbacks requires prior approval by the Zoning Official, and must be established by plat. In no case shall a single-family residence be built within fifteen (15) feet of another primary structure. When reduced side setbacks are approved, sills, belt courses, cornices, buttresses, chimneys, flues, eaves, and other architectural features are prohibited from extending into the required side yard setback
 - (R) Maximum impervious cover is to be defined by the applicable zoning district designation unless otherwise mitigated by an on-site or regional drainage facility and associated drainage study as approved by the City Engineer or his/her designee.

Work being performed by the homeowner and/or resident that does not require a building permit, that is less than 120 square feet, and that does not cause the lot to exceed the applicable maximum impervious cover, does not require an Impervious Coverage Permit.

- (S) Maximum impervious cover for MF and MU zoning districts shall be determined by an engineered drainage analysis performed in conjunction with the BCS Unified Stormwater Design Guidelines and as approved by the City Engineer or his/her designee.

B. Middle Housing Product Types and Dimensional Standards Table

The following table establishes dimensional standards that shall be applied within the MH Middle Housing Zoning District, unless otherwise identified in this UDO.

Middle Housing Product Types and Dimensional Standards									
<u>Housing type</u>	<u>Live-Work</u>	<u>Townhouse</u>	<u>Reduced Setback Single-Family</u>	<u>Single-Family</u>	<u>Courtyard Houses</u>	<u>Split-Lot Duplex</u>	<u>Duplex</u>	<u>Small Multiplex</u>	<u>Medium Multiplex</u>
<u>Min. Lot Area per Dwelling Unit (DU)</u>	<u>2,250 sq ft</u>	<u>2,250 sq ft</u>	<u>2,250 sq ft</u>	<u>3,200 sq ft</u>	<u>4,000 sq ft</u>	<u>2,250 sq ft</u>	<u>2,250 sq ft</u>	<u>1,500 sq ft</u>	<u>800 sq ft</u>
<u>Min. Lot Width</u>	<u>25'</u>	<u>25'</u>	<u>25'</u>	<u>40'</u>	<u>40'</u>	<u>25'</u>	<u>50'</u>	<u>60' (A)</u>	<u>80'</u>
<u>Min. Lot Depth</u>	<u>90'</u>	<u>90'</u>	<u>90'</u>	<u>80'</u>	<u>80'</u>	<u>90'</u>	<u>90'</u>	<u>100'</u>	<u>100'</u>
<u>Max. Number of Attached Units</u>	<u>N/A</u>	<u>6</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>2</u>	<u>2</u>	<u>4</u>	<u>12</u>
<u>Min. Front Setback</u>	<u>15' (B)</u>	<u>15' (B)</u>	<u>15' (B)</u>	<u>15' (B)</u>	<u>5'</u>	<u>15' (B)</u>	<u>15' (B)</u>	<u>15' (B)</u>	<u>15' (B)</u>
<u>Max. Front Setback</u>	<u>25'</u>	<u>25'</u>	<u>25'</u>	<u>25'</u>	<u>15'</u>	<u>25'</u>	<u>25'</u>	<u>25'</u>	<u>25'</u>
<u>Min. Side Setback</u>	<u>5'</u>	<u>5'</u>	<u>5' (C)</u>	<u>5'</u>	<u>5'</u>	<u>5'</u>	<u>5'</u>	<u>10'</u>	<u>10'</u>
<u>Min. Side Street Setback</u>	<u>5'</u>	<u>5'</u>	<u>5'</u>	<u>5'</u>	<u>15' (B)</u>	<u>5'</u>	<u>5'</u>	<u>5'</u>	<u>5'</u>
<u>Min. Setback between Structures</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>20'</u>
<u>Min. Rear Setback (D) (E)</u>	<u>40'</u>	<u>40'</u>	<u>40'</u>	<u>40'</u>	<u>20'</u>	<u>40'</u>	<u>40'</u>	<u>40'</u>	<u>40'</u>
<u>Max. Impervious Cover</u>	<u>55% (G)</u>	<u>55% (G)</u>	<u>55% (G)</u>	<u>55% (G)</u>	<u>55% (G)</u>	<u>55% (G)</u>	<u>55% (G)</u>	<u>(F)</u>	<u>(F)</u>
<u>Max. Height (H) (I) (J)</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>
<u>Min. Number of Stories</u>	<u>2</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>2</u>

<u>Max. Dwelling Units/Acre (Subdivision Gross)</u>	<u>16</u>	<u>16</u>	<u>16</u>	<u>12</u>	<u>16</u>	<u>20</u>	<u>20</u>	<u>24</u>	<u>24</u>
<u>Parking</u>	<u>Front/Rear (K)</u>	<u>Front/Rear (K)</u>	<u>Front/Rear (K)</u>	<u>Front/Rear/Side (K)</u>	<u>Rear</u>	<u>Rear</u>	<u>Rear</u>	<u>Rear</u>	<u>Rear</u>

- (A) For Small Multiplex products, lot width may be reduced to 30 feet if building is two stories or taller.
- (B) The Administrator may decrease the minimum setback less than 15 feet, but not less than 5 feet, with an Administrative Adjustment if there are no utility or right-of-way constraints.
- (C) For Zero Lot Line development, follow section 8.3.H.3.
- (D) The rear setback shall be increased by the width of the required landscaping buffer when abutting Suburban Residential, Estate Residential, or Rural uses, as depicted in the Comprehensive Plan Future Land Use and Character Map.
- (E) The rear setback can be reduced to 20 feet if abutting an alley or if front or side parking is provided.
- (F) Maximum impervious cover shall be determined by an engineered drainage analysis performed in conjunction with the BCS Unified Stormwater Design Guidelines and approved by the City Engineer or their designee.
- (G) Additional impervious cover may be allowed as determined by an engineered drainage analysis performed in conjunction with the BCS Unified Stormwater Design Guidelines and approved by the City Engineer or their designee.
- (H) Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in this district.
- (I) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.
- (J) Shall abide by Section 7.2 H., Height
- (K) Front parking shall be allowed only when three or fewer parking spaces are required on the lot.

Sec. 6.3. Types of Use.

- A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
 - 1. The actual or anticipated characteristics of the activity in relationship to known characteristics of similar projects in standard planning practice;
 - 2. The relative amount of site area, floor space, and equipment;
 - 3. Relative volumes of sales from each activity;
 - 4. The customer type for each activity;
 - 5. The relative number of employees in each activity;
 - 6. Hours of operation;
 - 7. Building and site arrangement;
 - 8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
 - 9. How the use advertises itself.

- C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

- 1. **Permitted Uses.**

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

- 2. **Permitted Uses Subject to Specific Standards.**

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

- 3. **Conditional Uses.**

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

[Click here to access a PDF version of the Use Table.](#)

USE TABLE	Residential Districts													Non-Residential Districts								Retired Districts						Design Districts									
Specific Uses	R	WE	E	WRS	RS	GS	T**	D**	MH***	MF**	MU**	MHP**	P-MUD**	O	SC	WC	GC	CI	BP	BPI	CU	NAP	R-1B	R-4**	R-6**	C-3**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**				
KEY: P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5) ***Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units only																																					
RESIDENTIAL																																					
Assisted Living/Residential Care Facility														P	P		P																				
Boarding and Rooming House										P			P											P	P									P			
Extended Care Facility/Convalescent/Nursing Home										P			P		P		P	P						P	P						P						
Courtyard Houses									P																												
Dormitory										P	P		P											P	P							P	P	P			
Duplex								P	P				P											P	P												
Extended Care Facility/Convalescent/Nursing Home										P			P		P		P	P						P	P						P						
Fraternity/Sorority										P														P	P							P	P	P			
Manufactured Home	P*		P*									P*																									
Mixed-Use Structure										P	P		P																		P	P	P	P			
Multi-Family										P	P		P											P	P						C ₁	P	P	P			
Multi-Family built prior to January 2002										P	P													P	P						P	P	P	P			
Multiplex, Medium									P	P																											
Multiplex, Small									P	P																											

Shared Housing										P	P																							P	P	P	
Single-Family Detached	P	P	P	P	P	P	P	P	<u>P</u>					P																							
Single-Unit Dwelling											P																										
<u>Split-Lot Duplexes</u>									<u>P</u>	<u>P</u>																											
Townhouse							P		<u>P</u>	P			P														P	P							P		
Two-Unit Dwelling										P																											
Live-Work Unit									<u>P</u> <u>*</u> <u>-</u>						P	*																					
PUBLIC, CIVIC AND INSTITUTIONAL																																					
Educational Facility, College and University																																					
Educational Facility, Indoor Instruction									<u>P</u>	P	P			P	P	P	P	P	P														P	P	P	P	
Educational Facility, Outdoor Instruction	P	C	C											P				P	P	P																	
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P	P					P	P	P	P	P	P	P	P	P	P	
Educational Facility, Tutoring									<u>P</u>	P	P			P	P	P	P	P	P															P	P	P	
Educational Facility, Vocational/Trade														P	P				P	P	P	P										P	P				
Governmental Facilities	P	P	P	P	P	P	P	P	<u>P</u> <u>*</u> <u>-</u>	P	P	P	P	P	P	P	P	P	P	P	P	P					P	*	P	*	P	*	P	P	P	P	*
Health Care, Hospitals																			P	P																	
Health Care, Medical Clinics											P	P			P	P	P	P	P														P	P			
Parks	P	P	P	P	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P	P					P	P	P	P	P	P	P	P	P	P	
Places of Worship	P	P	P	P	P	P	P	P	<u>P</u> <u>*</u> <u>-</u>	P	P	P	P	P	P	P	P	P	P	P	P	P					P	*	P	*	P	*	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL																																					

[illegible]

Health Club/Sports Facility, Indoor										P	P		P		P	P	P	P									P				P	P	P	P
Health Club/Sports Facility, Outdoor										P	P *		P				P	P												P	P *	P		
Hotels	C ₂									P	P		P		P														P	P	P			
Mobile Food Court										C ₄	C ₄		C ₄				C ₄												C ₄	C ₄	C ₄			
Night Club, Bar or Tavern										C	C		C				C												C	P	P			
Offices									<u>P</u>	P	P		P	P	P	P	P	P	P	P	P						P	P	P	P	P	P	P	
Parking as a Primary Use											P		P	C			P	P											P		P *			
Personal Service Shop									<u>P</u>	P	P		P	P	P	P	P									P			P	P	P	P		
Printing/Copy Shop										P	P		P	P	P	P	P	P	P	P	P					P			P	P	P			
Radio/TV Station/Studios										P	P		P	P			P	P	P	P						P	P	P				P *		
Recreational Vehicle (RV) Park	C ₃																C ₃																	
Restaurants										P	P		P		P *	P *	P									P *			P	P	P	P *		
Retail Sales - Single Tenant over 50,000 SF											P						P														P			
Retail Sales and Service									<u>P</u>	P	P		P		P *	P *	P *	P *							P				P	P	P	P		
Retail Sales and Service - Alcohol											C		P				P *	P *						P				C	P	P				
Sexually Oriented Business (SOB)	P *	P *	P *	P *	P *	P *	P *	P *		P *	P *	P *	P *	P *			P *	P *	P *	P *	P *		P *	P *	P *	P *	P *	P *	P *	P *	P *	P *		
Shooting Range, Indoor													P				P	P		P									P					
Theater										P	P		P				P												P	P	P	P		
Retail Sales, Manufactured Homes																			P									P *						

Storage, Self Service																			P *	P *	P	P		P													P *	P										
Vehicular Sales, Rental, Repair and Service																					P *	P *		P															P *									
Wholesales/Services																					P *	P *	P	P															P	P								
INDUSTRIAL AND MANUFACTURING																																																
Bulk Storage Tanks/Cold Storage Plant																						P		P															P									
Micro-Industrial																					P *	P *		P																		P *	P *					
Industrial, Light																						P	P	P														P	P	P								
Industrial, Heavy																								P															P									
Recycling Facility - Large																						P *		P															P									
Salvage Yard																								P *																P *								
Scientific Testing/Research Laboratory																						P	P	P														P		P								
Storage, Outdoor - Equipment or Materials																						P	P *	P														P	P									
Truck Stop/Freight or Trucking Terminal																								P															P									
Utility	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *
Warehousing/Distribution																							P	C	P													P	P									
Waste Services																									P														P									
Wireless Telecommunication Facilities - Intermediate	P *													P *	P *							P *	P *	P *	P *			P *									P *	P *	P *	P *	P *	P *	P *	P *	P *	P *		

Wireless Telecommunica tion Facilities- Major	C										P *				C			C	C	C	P			C				C	C	P *	C					
Wireless Telecommunica tion Facilities- Unregulated	P	P	P	P	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P	P	P	P	P			P	P	P

** District with Supplemental Standards (Refer to Article 5).

¹ Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

² Hotels only allowed when accessory to a Country Club development and are limited to a maximum of fifteen (15) rooms.

³ Refer to Section 6.4.Z "Recreational Vehicles Park Standards (RV Parks)" for Specific Use Standards.

⁴ Refer to Section 6.4. AC "Mobile Food Courts" for Specific Use Standards.

Per Ordinance No. 3243 (April 22, 2010) Per Ordinance No. 3271 (August 26, 2010) Per Ordinance No. 3280 (September 9, 2010) Per Ordinance No. 2011-3312 (January 27, 2011)

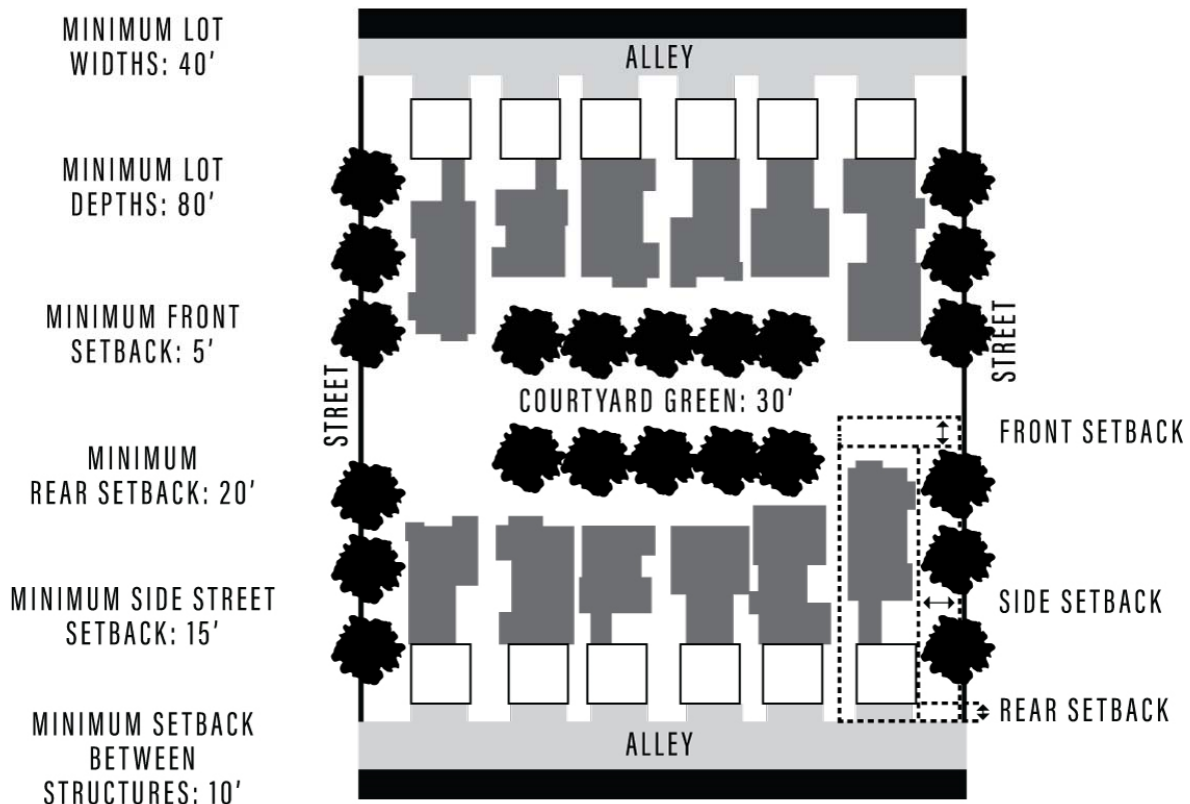
(Ord. No. 2012-3449 , Pt. 1(Exh. G), 9-27-2012; Ord. No. 2012-3450 , Pt. 1(Exh. D), 9-27-2012; Ord. No. 2013-3510 , Pt. 1(Exh. A), 7-25-2013; Ord. No. 2013-3521 , Pt. 1(Exh. H), 9-12-2013; Ord. No. 2014-3624 , Pt. 1(Exh. G), 12-18-2014; Ord. No. 2015-3655 , Pt. 1(Exh. A), 4-23-2015; Ord. No. 2015-3708 , Pt. 1(Exh. B), 10-8-2015; Ord. No. 2016-3792 , Pt. 1(Exh. D), 7-28-2016; Ord. No. 2017-3931 , Pt. 1(Exh. A), 9-11-2017; Ord. No. 2018-3999 , Pt. 1(Exh. C), 4-12-2018)

Sec. 6.4. Specific Use Standards.

E. Courtyard House.

Courtyard House developments are also subject to the following requirements:

1. A Courtyard House development shall not have more than 12 units around one courtyard.
2. The width of the courtyard green, independent of the individual lots, shall be no less than 30 feet. The courtyard shall include a walkway of at least five feet in width providing a direct path of pedestrian access to each residential lot along the courtyard. The design of the courtyard should be open and welcoming to the street, with any fencing and landscaping no higher than 36 inches along the courtyard.
3. All courtyard houses must be served by rear or side alleys, with at least one side of the development having frontage to a public street as shown in the diagram below:



FF. Drive-in/Thru Window.

- In all Northgate Zoning Districts, all site designs and elevations for drive-in/thru windows shall be reviewed by the Design Review Board as part of the site plan review process. All outside activities

and appurtenances related to drive-in/thru service shall be located wholly underneath a habitable structure, screened from view from the University Drive right-of-way, and designed to be sensitive to the pedestrian environment.

2. In SC Suburban Commercial, drive-in/thru windows and message boards may not be located on the side of the building adjacent to single-family land use and zoning.
3. In SC Suburban Commercial, restaurants with a drive-in/thru window must be located a minimum of 150 feet from any single-family use or zoning district. Additionally, associated drive-in and drive-thru facilities (speaker box, message board, and pick-up window) may not be located between the restaurant and any single-family use or zoning district; except when the single-family use or zoning district is located across a public street.

FG. Dry Cleaners/Laundry.

All activity must be wholly contained within a building not to exceed three thousand (3,000) square feet in size.

GH. Fuel Sales.

1. Any vehicle repair uses must comply with Section 6.4.P, Vehicular Sales, Rental, Repair and Service.
2. All activities except those associated with fuel pumping must be conducted within an enclosed building.
3. Ice and vending machines must be enclosed in a building.
4. No signage, in addition to the signage allowed in Section 7.5, Signs, may be allowed within view of the right-of-way.
5. No outside storage or display of vehicles for any purpose.
6. A Drive-Thru car wash designed to accommodate one (1) vehicle shall be permitted as an accessory use.
7. In C-3, Light Commercial fuels sales shall be limited to facilities designed to accommodate a maximum of four (4) vehicles obtaining fuel simultaneously.
8. Minimum setback requirements shall be as follows:

	Front	Side	Rear	Side Street
Fuel pumps	50 feet	25 feet	25 feet	25 feet
Canopies	40 feet	15 feet	15 feet	15 feet

9. Storage tanks must be located below grade.
10. In WC Wellborn Commercial, Fuel Sales will be considered a permitted land use on properties with existing Fuel Sales as of April 14, 2011.

HJ. Golf Course or Driving Range.

1. All driving ranges shall be a minimum of ten (10) acres and have a minimum field size of two hundred seventy-five (275) yards.
2. Driving ranges are classified as commercial enterprises and must comply with Section 7.7, Buffer Requirements.

-
3. For driving ranges, all balls must remain on the property through proper orientation of the tee boxes, adequate buffering or screening, and barrier nets.
 4. No building, structure, or outdoor activity of a driving range shall be located within one hundred (100) feet of residentially-zoned property.
 5. All ground-level lighting of a driving range's landing area shall be directed away from adjacent properties and screening shall be provided with plantings, berms, or other means to limit nuisances associated with lighting and resulting glare.

J. Government Facilities and Utilities.

Activities not wholly contained within a building shall not be located within one hundred (100) feet of a single-family residential use unless buffered by a twenty-five-foot buffer yard and a six-foot privacy fence, in accordance with Section 7.7, Buffer Requirements.

K. Health Club/Sports Facility (Outdoor).

In Mixed-Use and all Northgate Zoning Districts, outdoor health clubs/sports facilities shall only be allowed on roof tops.

L. Manufactured Homes.

1. The placement of an individual manufactured home where permitted or the replacement of an existing manufactured home shall be subject to obtaining a Location Permit issued by the Building Official and Administrator. The application for such a permit shall be accompanied by a location plan including the following information:
 - a. Location plan showing the dimension of the site, required setback lines, the placement of the manufactured home, the designated parking, and any existing structures on the same or adjoining lots;
 - b. A signed and dated application, requesting permission to locate the structure on the lot; and
 - c. A legal description of the location of the property within the City.
2. All manufactured homes shall be skirted with brick, vinyl, or other solid skirting materials within four (4) months of occupancy of the lot.
3. All trailer hitches and other devices designed to aid in the transport of the manufactured homes must be removed within four (4) months of occupancy of the lot.

M. Mobile Home.

A mobile home, after the effective date of this UDO, may not be located within the corporate limits of College Station for residential dwelling. A mobile home legally located within the corporate limits of College Station may continue to be used as a residential dwelling, but shall not be relocated or enlarged. A mobile home may be replaced by a manufactured home.

N. Parking as a Primary Use.

In all Northgate Zoning Districts, parking as a primary use shall be permitted when all of the parking is located within a multi-level garage.

O. Radio/TV Station/Studios.

In all Northgate Zoning Districts, outdoor transmission facilities shall be completely screened from view from any right-of-way.

P. Recycling Facilities.

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1. Any facility located within five hundred (500) feet of property zoned or developed for residential use shall not be in operation between 7:00 p.m. and 7:00 a.m.
 2. Light processing, including compacting, baling, and shredding, must be directly related to efficient temporary storage and shipment of materials. No facility as described in this subsection shall abut property zoned or developed for single-family residential use.
 3. A minimum of six (6) parking spaces shall be provided, plus one (1) space per employee and for each vehicle of the facility.
 4. Each container shall be clearly marked to specify materials that are accepted. The name and telephone number of the operator and the hours of operations shall be conspicuously displayed. All sign regulations of the district in which the facility is located shall apply.
 5. Each facility shall be screened from the public right-of-way by operating in an enclosed building with no outside storage or by operating within an area enclosed by an opaque fence at least eight (8) feet in height.

PQ. Retail Sales/Manufactured Homes.

Manufactured homes undergoing repair and remaining on site in excess of forty-eight (48) hours shall be screened from public view in an enclosed area.

QR. Restaurant.

1. In C-3 Light Commercial, and Wellborn Commercial, drive-ins and drive-thrus are prohibited.
2. In SC Suburban Commercial restaurants with a drive-ins/thru must be located a minimum of 150 feet from any single-family use or zoning district. Drive-in and drive-thru facilities (speaker box, message board, and pick-up window) may not be located between the building and any single-family use or zoning district, except when the single-family use or zoning district is located across a public street.
3. In C-3 Light Commercial, the maximum size shall be two thousand five hundred (2,500) square feet.
4. In WC Wellborn Commercial, restaurants (including waiting and outdoor dining areas) may not exceed eight thousand (8,000) square feet and are permitted at the following maximum sizes based on adjacent thoroughfare and access:
 - a. Freeway/Expressway and Four- or Six-Lane Major Arterial: Eight thousand (8,000) square feet;
 - b. Four-Lane Minor Arterial and Four-Lane Major Collector: Seven thousand (7,000) square feet; or
 - c. Two-Lane Major Collector and smaller: Five thousand (5,000) square feet.
5. In SC Suburban Commercial and WC Wellborn Commercial, restaurants shall not locate outdoor seating or playgrounds between the structure and a single-family land use and zoning.

RS. Sales and Service (Retail and Wholesale).

The following Sales Matrix shall be used to determine the most appropriate zoning district for sales and service uses.

Retail.....SALES.....Wholesale	GC General Commercial	CI Commercial -Industrial
	GC General Commercial	CI Commercial-Industrial
MinorSTORAGE.....Major		

1. Storage is allowed in GC General Commercial, if the square feet of storage is less than fifty (50) percent of the total gross building area, exclusive of office areas.
2. Storage is allowed in WC Wellborn Commercial, if the square feet of storage is less than fifty (50) percent of total gross building area.
3. Sales are allowed in CI Commercial Industrial if the square feet of sales is less than fifty (50) percent of the total gross building area, exclusive of office area.
4. Each sales use in a shopping center must meet the storage square-foot criteria above to be permitted in that zoning district.
5. In SC Suburban Commercial, Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet.
6. In WC Wellborn Commercial, Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet.

SI. Salvage Yard.

1. Salvage or junkyards shall be visually screened on front, rear, and all sides by means of a solid eight-foot high wooden privacy fence.
2. Material that is not salvageable shall not be permitted to accumulate. In no case shall material that is not salvageable be buried or used as fill.
3. In any open storage area, it shall be prohibited to keep any ice box, refrigerator, deep-freeze locker, clothes washer, clothes dryer, or similar air-tight unit having an interior storage capacity of one and one-half (1½) cubic feet or more, from which the door has not been removed.

FU. Sexually-Oriented Business.

1. General.

These requirements apply to all sexually-oriented businesses as defined in this UDO.

A business is not exempt from regulation under this UDO because it holds a license or permit under the Alcoholic Beverage Code authorizing the sale or service of alcoholic beverages or because it contains one (1) or more coin-operated machines that are subject to regulation or taxation, or both under State law.

Regulations contained within this UDO pertaining to sexually-oriented businesses are based on evidence concerning the adverse secondary effects of adult uses on the communities presented in findings incorporated in *City of Renton v. Playtime Theaters, Inc.*, 475 U.S. 41 (1986) and in studies set out below:

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- a. Detroit, Michigan;
 - b. Amarillo, Texas
 - c. Los Angeles, California;
 - d. Indianapolis, Indiana;
 - e. Phoenix, Arizona;
 - f. St. Paul, Minnesota;
 - g. Beaumont, Texas
 - h. Seattle, Washington;
 - i. Austin, Texas.

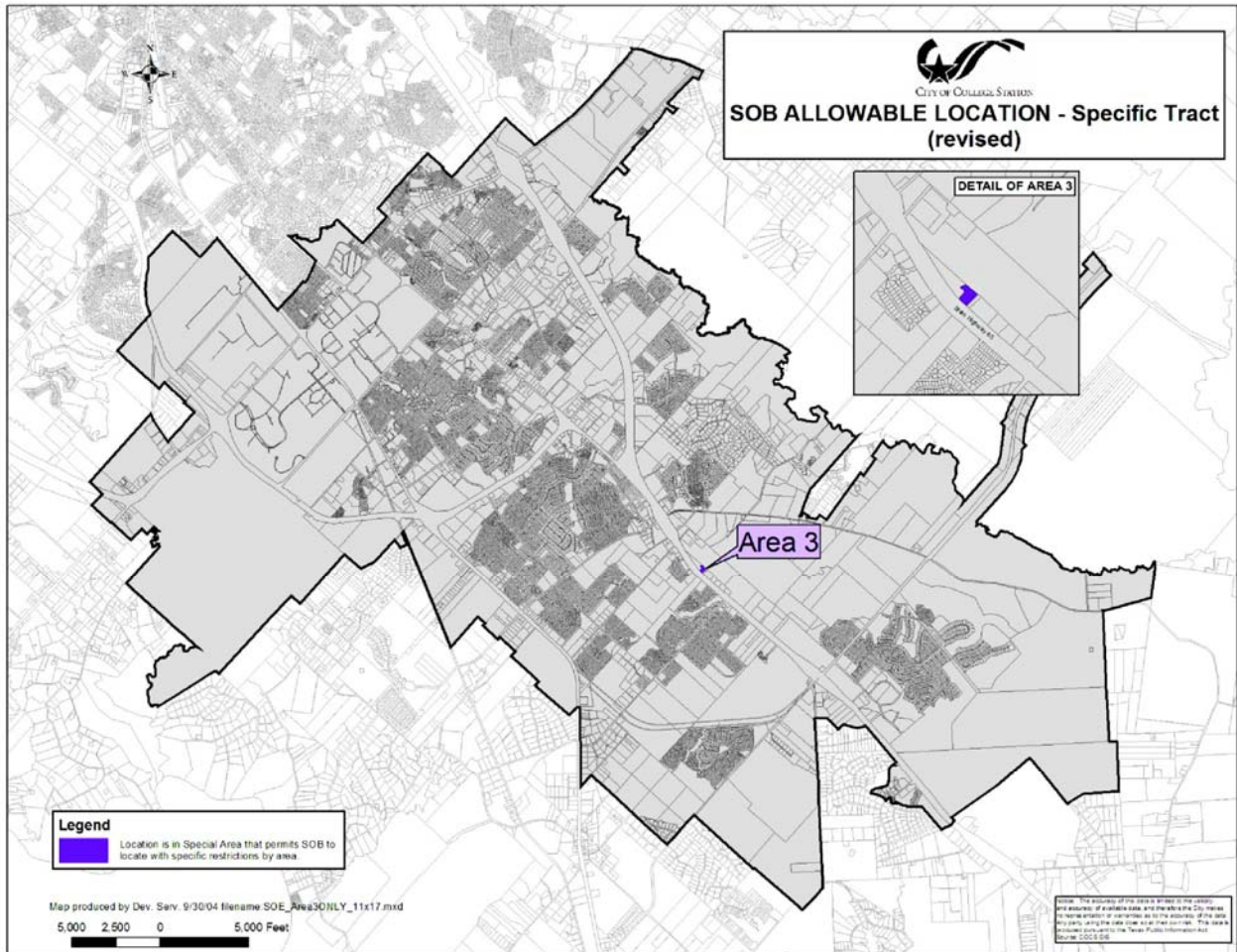
2. **Permitted Locations.**

A sexually-oriented business is a permitted use at the following location only and is subject to the specific standards located in this Section and is subject to other applicable regulations of this UDO.

Area 3: State Highway 6 Commercial Tract

All that certain tract or parcel of land lying and being situated in the R. Stevenson Survey, Abstract No. 54, Tract 61, being all of that 2.116 acre tract conveyed to the Blue Dolphin Club, Inc. by deed recorded in volume 2079, page 133 in the Official Records of Brazos County, Texas.

Map of the Potential Location:



3. **Single Adult Use Per Location.**

There shall only be one (1) sexually-oriented business permitted per area.

4. **Measurement.**

a. **Stock in Trade.**

Stock in trade shall be the number of items in stock in the sales and display area at the time of a site inspection. The number of sexually-oriented items shall be calculated as a percentage of total items.

b. **Sales and Display Area.**

1. The sales and display area shall be the entire interior floor space of a business establishment devoted to sales and display, including aisles, measured in square feet at the time of a site inspection. The floor space devoted to sales and display of sexually-oriented materials shall be calculated as a percentage of total sales and display area.

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2. Where sexually-oriented materials are physically separated from other materials by an eight-foot wall, the separate sales and display area (including any aisles) shall be compared to the total sales and display floor area.
 3. Where floor area includes a mixture of sexually-oriented material with any other material, it shall be counted as sexually oriented. Any such area shall include one-half ($\frac{1}{2}$) of the area of any aisles adjacent to the display or sales of sexually-oriented materials.
 5. **Specific Standards.**
 - a. **Adult Cabaret or Adult Retail Store.**

Any performance area shall be elevated at least twenty-four (24) inches above the level of the patron seating areas and shall be separated by a distance of at least six (6) feet from all areas of the premises to which patrons have access. A continuous railing at least three (3) feet in height, securely attached to the floor, and located at least six (6) feet from all points of the live performance area shall separate performance areas and patron areas.
 - b. **Adult Arcade, Adult Movie Theater.**
 1. All aisles shall have theater runway and aisle lighting which illuminates the entire floor surface of the aisle at a level of not less than 0.2 foot-candles.
 2. All theater viewing areas, projection rooms, and viewing booths or rooms shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination so that any patron may be observed from a manager's or employee's station.
 3. The interior of an adult arcade, and/or adult viewing booth or room, shall be configured in such a way that there is an unobstructed view from a manager's or employee's station of every interior area of the adult arcade and/or viewing booth or room.
 4. All ventilation devices in or between adult viewing booths, viewing stations and rooms must be covered by a permanently affixed ventilation cover or grill. Ventilation holes, portals or airways may only be located one (1) foot from the top of the station, room or booth walls or one (1) foot from the bottom of the station, room or booth walls. There may not be any other holes or openings in the station, room or booth walls or between stations, rooms or booths.
 - c. **Limited Adult Retail Store.**

The store shall separate all sexually-oriented material from other sales and display areas using an opaque wall at least eight (8) feet in height. Such an area shall incorporate a management-controlled system of access to ensure that only persons over the age of eighteen (18) years are allowed to enter.
 6. **Lighting.**

Any sexually-oriented business shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access so that any patron may be observed from a manager's or employee's station.
 7. **Amortization.**

A sexually-oriented business in operation prior to the effective date of this UDO which does not conform to the regulations listed above shall be considered to be nonconforming. The

nonconforming sexually-oriented business shall be permitted to continue for one (1) year after the effective date of this ordinance unless voluntarily discontinued for a period of thirty (30) days or more. One (1) year after the effective date of this UDO the nonconforming sexually-oriented business shall be illegal and shall terminate, except as provided herein.

a. **Additional Time for Amortization.**

In the event an owner of a nonconforming sexually-oriented business is unable to recoup his investment in his sexually-oriented business by the date for the termination of such uses, the owner may request additional time by making application with the Administrator no later than the date for termination of the use.

b. **Application for Additional Time.**

The owner shall file, with his request for additional time, all data he wishes considered in support of the request. The owner shall also supply all materials requested by the Administrator, City Attorney, or City Council to determine if the investment has been recouped.

c. **Determination by the City Council.**

Upon application by the owner, the City Council may, at its discretion, allow additional time to amortize the investment in a sexually-oriented business if it makes the following findings:

1. The owner has made every effort to recoup his investment in the sexually-oriented business;
2. The owner will be unable to recoup his investment in a sexually-oriented business by the end of the amortization period; and
3. That all applicable provisions of this UDO will be observed.

If the City Council grants additional time, the grant shall be for a period not to exceed one (1) year.

d. **Exemption from Amortization Requirements.**

Any owner of a sexually-oriented business wishing to claim an exemption from the amortization requirements of this UDO may apply for an exemption. The City must receive such application no less than sixty (60) days prior to the expiration of the amortization period.

The City Council may grant an exemption if it makes the following findings:

1. That the location of the sexually-oriented business will not have a detrimental effect on nearby properties or be contrary to the public health, safety or welfare;
2. That the granting of the exemption will not violate the spirit and intent of this UDO;
3. That the location of the sexually-oriented business will not downgrade the property values or quality of life in the adjacent areas or encourage the development of urban blight;
4. That the location of the sexually-oriented business will not be contrary to any program of neighborhood conservation nor will it interfere with any efforts of urban renewal or restoration; and

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5. That all other applicable provisions of this UDO will be observed.

If an exemption is granted, such exemption shall be valid for a period of one (1) year from the date of the City Council action. Upon expiration of an exemption, a sexually-oriented business shall be in violation of this UDO, shall be illegal, and shall terminate, unless the owner receives another exemption. Additional applications for exemptions shall be submitted at least sixty (60) days prior to the expiration of the exemption period.

The granting of an exemption does not alleviate the owner of a sexually-oriented business from adhering to all other applicable provisions of this UDO.

UV. Storage (Self-Service).

1. Accessory uses are prohibited.
2. In SC Suburban Commercial, Self-Service Storage and outdoor storage must be located a minimum of 150 feet from any single-family uses or zoning district; except when the single-family use or district is located across a public street. Additionally, the 150-foot separation is not applicable when only interior access (climate-controlled storage) is provided, subject to other provisions of this UDO.
3. In WC Wellborn Commercial, Self-Service Storage will be considered a permitted land use on properties with existing Self-Service Storage as of April 14, 2011.

VW. Utilities.

Activities not wholly contained within a building that abuts single-family residential uses shall construct a twenty-foot buffer yard with a six-foot privacy fence, in accordance with Section 7.7, Buffer Requirements.

WX. Vehicular Sales, Rental, Repair and Service.

1. Vehicles undergoing repair, painting, or body work which will remain on site in excess of forty-eight (48) hours shall be screened from public view or stored indoors.
2. Inoperable vehicles shall not be allowed to remain on site for more than thirty (30) days.
3. All parts, including automobile body parts, shall be stored within an area which is completely screened from public view.

XY. Wireless Telecommunication Facility (WTF).

1. **Purpose.**

The purpose of this section is to establish regulations pertaining to wireless telecommunications facilities (WTF) that are consistent with federal and state law. The City Council of the City of College Station finds that:

- a. It is in the public interest to promote competition in high quality telecommunications services and the availability of broadband transmission services to all residences and businesses;
- b. It is in the public interest for the City to protect the public safety and welfare, safeguard community land values, promote orderly planning and development and preserve historic sites, structures and areas. Wireless telecommunications facilities should not be allowed to detract aesthetically from the visual quality of surrounding properties or the City; and

-
- c. The proliferation of wireless telecommunications facilities negatively impacts the appearance, character, and property values of the community. Therefore the City should endeavor to minimize the size, number and obtrusiveness of antennas and towers. Collocation and stealth technologies are strongly encouraged to mitigate negative visual impacts and reduce the total number of towers within the City.

2. **WTF Categories.**

In order to expedite the siting and review process, WTFs have been divided into use categories. The review process is more thorough as the intensity of the use increases.

a. **Unregulated Facilities.**

The WTFs listed below are not regulated by this ordinance and do not require review or approval. This does not exempt these facilities from other applicable city codes, ordinances, and permits.

1. Over-the-air reception devices exempted from local ordinances by the Federal Communications Commission (FCC).
2. Parabolic antenna less than two (2) meters in diameter.
3. Omni-directional antenna (whip antenna) six (6) inches or less in diameter and not extending more than twelve (12) feet above support structure.
4. Directional antenna one (1) meter or less measured across the longest dimension and not extending over twelve (12) feet above support structure.
5. Public safety tower or antenna.

b. **Intermediate Facilities.**

1. New transmission tower less than thirty-five (35) feet (ten and one-half (10.5) meters) in height.
2. New transmission tower that does not extend more than thirty-five (35) feet (ten and one-half (10.5) meters) in height above a support structure and that meets the definition of a stealth facility.
3. Parabolic antenna over two (2) meters in diameter.
4. Omni-directional antenna (whip antenna greater than six (6) inches in diameter and/or extending twelve (12) feet above the support structure.
5. Directional antenna more than one (1) meter measured across the longest dimension and extending over twelve (12) feet above support structure.
6. Attached WTFs.
7. Antenna collocating on an existing tower.

c. **Major Facilities.**

New transmission tower greater than thirty-five (35) feet (ten and one-half (10.5) meters) in height.

3. **Permitted Locations.**

- a. All Intermediate WTFs are permitted by right in the following zoning districts:
 - R Rural
 - M-1 Light Industrial

M-2 Heavy Industrial
GC General Commercial
CI Commercial Industrial
C-3 Light Commercial
NG Northgate
City-owned premises
O Office
R&D Research & Development
WPC Wolf Pen Creek
PDD Planned Development District (except PDD-H)
BP Business Park
BPI Business Park Industrial.

- b. Major WTFs are allowed in the following zoning districts with a Conditional Use Permit:

R Rural
M-1 Light Industrial
M-2 Heavy Industrial
BP Business Park
BPI Business Park Industrial
GC General Commercial
CI Commercial Industrial
C-3 Light Commercial
O Office
R&D Research & Development
City-owned premises.

- c. WTFs may locate on City-owned premises without a conditional use permit with approval of the City Council and subject to the requirements of this UDO.

4. Requirements for Attached WTFs.

- a. WTFs may attach to the exterior of any non-residential building within any zoning district provided the antenna and antenna support structure or equipment are mounted flush with the vertical exterior of the building or project no more than twenty-four (24) inches from the surface of the building to which it is attached and does not raise the height of the building more than ten (10) feet and does not violate the maximum height restriction of that zoning district.
- b. Any antenna meeting the stealth antenna definition of this ordinance and locating on an alternative mounting structure may attach to the exterior of any non-residential building within any zoning district with approval of the Administrator.
- c. If an antenna is installed on a support structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
- d. **Application Procedures.**
1. An inventory of the applicant's existing and future towers that are either within the City, the City's ETJ, or within at least one (1) mile of the City's boundary where the ETJ does not extend that far. The inventory shall include specific

information about the location, design, and height of each tower. The owner must have on file with the Planning and Development Services Department a master list of all existing tower structures owned or controlled by the owner. Such list must specify the name, address and telephone number of the owner of record, the tower locations by address and legal description, tower height, the number of antenna arrays on the tower, and the names, addresses, and telephone numbers of all other users of the tower structures. The Administrator may share such information with other applicants or organizations seeking to locate antennas within the City.

2. A site plan drawn to scale clearly indicating the location, height, and design of the proposed facility, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscaped areas.
3. A visual impact analysis, presented as color photo simulations, showing the proposed site of the WTF. At least four (4) views shall be submitted looking toward the site (typically north, south, east, and west) including views from the closest residential property and from adjacent roadways. The photo-realistic representation shall depict a "skyline" view showing the entire height of the proposed tower or WTF to scale, and the structures, trees, and any other objects contributing to the skyline profile.
4. Plans for the antenna and the antenna tower shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.
5. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.

5. **Requirements for Collocation.**

- a. Intermediate facilities shall not exceed thirty-five (35) feet.
- b. If the existing tower has been determined to be stealth, the antenna must be integrated into the tower design as to retain the stealth designation. The Administrator will determine if the antenna is stealth.
- c. If an antenna is installed on a support structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment visually unobtrusive as possible.

d. **Application Procedures.**

1. If not completely locating within an existing, fenced mechanical area, a site plan drawn to scale is required, clearly indicating the location, height, and design of the existing facility, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscape areas.
2. Plans for the antenna shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.

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3. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.

6. **Requirements for New Transmission Towers.**

a. **Setbacks.**

The standard setbacks for each zoning district will apply to WTFs with additional setbacks or separation being required in the sections below. To protect citizens in their homes, transmission towers shall be placed a distance equal to the height of the tower away from any residential structure. And, non-stealth towers shall be set back a distance equal to the height of the tower away from any GS, R-1B, or D zone boundary.

b. **Proximity to Major Thoroughfares.**

To preserve and protect the appearance of the City's major thoroughfares and entrances to the City, additional setbacks are placed on WTFs proposed to be placed near these areas. The setback for these areas is determined by measuring from the centerline of the right-of-way of the thoroughfare. Applicable thoroughfares include freeways and expressways, major arterials and minor arterials, as shown on the Thoroughfare Plan.

1. Intermediate WTFs must be one hundred fifty (150) feet from applicable thoroughfares.
2. Major WTFs must setback from applicable thoroughfares by the height of the tower x three (3).

c. **Separation Between Towers.**

In order to prevent tower proliferation and protect the City's natural beauty and skyline, the number of transmission towers per square mile has been limited. New transmission towers must be placed a minimum distance from existing towers as described here:

1. New transmission towers thirty-five (35) feet or less in height shall be separated from existing towers by a minimum distance of one thousand five hundred (1,500) feet.
2. New transmission towers more than thirty-five (35) feet and less than seventy-five (75) feet in height shall be separated from existing towers by a minimum distance of two thousand five hundred (2,500) feet.
3. New transmission towers seventy-five (75) feet or more in height shall be separated from existing towers by a minimum distance of three thousand five hundred (3,500) feet.

d. **Height Limitations.**

1. Intermediate WTFs are subject to the normal height restrictions for each zoning district where permitted by right. In any zoning district where a tower is a conditional use, the requested height may be reduced through the review of the visual impact analysis.
2. In no case shall a proposed transmission tower exceed one hundred fifty (150) feet within the city limits, except where a height variance is granted by the Zoning Board of Adjustments to allow a tower or antenna that demonstrates a

hardship that can only be remedied by locating a tower or antenna exceeding such height on a proposed site within the city limits.

e. **Stealth Towers.**

Any tower determined to meet the Stealth Tower definition of this ordinance by the approving authority may be located in any zoning district with a Conditional Use Permit. Approved Stealth Towers do not have to meet the tower separation or thoroughfare setback requirements of this section.

f. **Landscaping, Screening, and Aesthetic Standards.**

The following requirements shall govern any transmission tower or any parabolic antenna larger than two (2) meters.

1. Landscaping: Refer to Section 7.6, Landscaping and Tree Protection. Plant materials and/or fencing that effectively screen the WTF site from view of the public right-of-way will be required.
2. New transmission towers shall maintain a flat (not shiny, reflective, or glossy) finish or be painted in accordance with any applicable standards of the FAA (unfinished galvanized steel is not acceptable).
3. WTFs shall not be artificially lighted with the exception of motion detectors as security lighting, unless required by the FAA or other applicable authority. If lighting is required, the City may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding properties.
4. Towers may not be used to exhibit any signage or other advertising.

g. **Application Procedures.**

An application for administrative approval or a Conditional Use Permit for a WTF shall include the following items (in addition to the site plan and other information required for a standard CUP application):

1. An inventory of the applicant's existing and future towers that are either within the City, the City's ETJ, or within at least one (1) mile of the City's boundary where the ETJ does not extend that far. The inventory shall include specific information about the location, design, and height of each tower. The owner must have on file with the Planning and Development Services Department a master list of all existing tower structures owned or controlled by the owner. Such list must specify the name, address and telephone number of the owner of record, the tower locations by address and legal description, tower height, the number of antenna arrays on the tower, and the names, addresses, and telephone numbers of all other users of the tower structures. The Administrator may share such information with other applicants or organizations seeking to locate antennas within the City.
2. Site plan drawn to scale clearly indicating the location, height, and design of the proposed tower, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscaped areas.
3. The linear separation distance from other transmission towers within a one-mile radius of the proposed tower site. The linear separation distance from all residentially-zoned properties, residential structures and applicable

thoroughfares as outlined in Section 6.4.X.6.b, Proximity to Major Thoroughfares, within five hundred (500) feet of the proposed tower.

4. A visual impact analysis, presented as color photo simulations, showing the proposed site of the WTF. At least four (4) views shall be submitted looking toward the site (typically north, south, east and west) including views from the closest residential property and from adjacent roadways. The photo-realistic representation shall depict a "skyline" view showing the entire height of the proposed tower or WTF to scale, and the structures, trees, and any other objects contributing to the skyline profile.
5. Plans for the antenna and the antenna tower shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.
6. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.
7. Grid plan (propagation map) of the service area for existing and future structures for a period of not less than two (2) years. The submission should include a map showing the "search ring" that was required for siting the proposed facility.
8. No new tower shall be built, constructed, or erected in the City unless the tower is capable of supporting additional wireless telecommunication facilities. The applicant must submit a letter addressed to the City declaring an intent and willingness to construct a proposed tower that would allow additional service providers to locate on the new tower.
9. No new communications tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the approving authority that no existing tower, building, structure, or alternative technology can accommodate the applicant's proposed antenna. The applicant shall submit information related to the availability of suitable existing towers, other structures or alternative technology that can accommodate the applicant's proposed antenna. The Administrator or approving authority may request information necessary to demonstrate that reasonable alternatives do not exist. The applicant must submit:
 - a. The names, addresses, and telephone numbers of all owners of other towers or usable antenna support structures within a one-half (½) mile radius of the proposed new tower site, including City-owned property.
 - b. A sworn affidavit attesting to the fact that the applicant made diligent, but unsuccessful, efforts to obtain permission to install or collocate the new facility on existing towers or antenna support structures located within one-half (½) mile radius of the proposed tower site. The affidavit shall spell out the efforts taken by the applicant.
 - c. A description of the design plan proposed by the applicant to the City. The applicant must demonstrate the need for towers and why technological design

alternatives, such as the use of microcell, cannot be utilized to accomplish the provision of the applicant's telecommunications services.

7. Conditional Use Permits.

Major WTFs must apply for a conditional use permit (CUP) as outlined in Section 6.4.X.3, Permit table Locations, under the procedures set forth in Section 3.16, Conditional Use Permit. In addition to the standard guidelines, the following additional factors shall be considered by the Planning and Zoning Commission when determining whether to grant a CUP for WTFs:

- a. Height of the proposed tower, surrounding topography and surrounding tree coverage and foliage as they relate to:
 1. Skyline impact, examining whether the proportions of the structure appears to dominate or blend in with the surrounding environment.
 2. Shadow impact, whether or not the proposed tower will cast shadows that would prevent the reasonable use or enjoyment of surrounding properties.
- b. Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.
- c. Proximity of the tower to residential structures and residential district boundaries.
- d. Economic impact on adjacent and nearby properties.
- e. Proposed ingress and egress.
- f. Availability of suitable alternatives and/or existing support structures.
- g. All the information submitted as part of the site plan.

8. Abandonment.

Any WTF that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such facility shall remove same within sixty (60) days of receipt of notice from the City notifying owner of such abandonment. If such facility is not removed within said sixty (60) days, the City may remove such facility at the property owner's expense. If there are two (2) or more users of a single WTF, then this provision shall not become effective until all users cease operations on the tower.

YZ. Places of Worship.

1. Where the parking lot abuts residential development, a ten-foot buffer yard with buffer plantings and a minimum six-foot privacy fence is required pursuant to Section 7.7, Buffer Requirements.
2. When outdoor accessory uses including, but not limited to, playgrounds, recreational areas, and special event areas abut residential uses, a minimum fifteen-foot buffer yard with buffer plantings and a six-foot privacy fence is required pursuant to Section 7.7, Buffer Requirements.

ZAA. Recreational Vehicle Park Standards (RV Parks).

1. RV Parks shall allow for the temporary occupancy of vehicles that are built on a single chassis that are designed to be self-propelled or permanently towable by a light duty truck and are primarily for use as temporary living quarters for recreational, travel, or seasonal use.
2. RV Parks shall be considered a non-residential use and shall meet the buffer requirements as found in Article 7 as a commercial use, regardless of zoning.
3. No person shall operate an RV Park unless they hold valid permits and licenses as required by the State of Texas and the Brazos County Health Department.

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4. Development of any RV Park shall comply with the general site plan requirements of Article 3, Site Plan Review, and shall meet the following supplemental criteria:
- a. The minimum area of an RV Park shall be ten (10) acres and shall consist of two (2) or more recreational vehicle pad sites that are intended for temporary occupancy by recreational vehicles for the purposes of recreation or vacation.
 - b. All RV Parks shall have direct access to a public road and shall include sufficient entrances and exits to facilitate the safe movement of recreational vehicles in and out of the site. Internal drives shall have a minimum paved width of twelve (12) feet for one-way traffic and twenty-four (24) feet for two-way traffic. All internal drives shall be built to City pavement standards and shall be privately maintained.
 - c. All RV Parks shall designate specific pad site locations for recreational vehicles.
 1. Each pad site location shall have a minimum area of one thousand five hundred (1,500) square feet with provisions for wastewater disposal, public water hook-up and electrical supply.
 2. All pad sites shall be sequentially numbered. Reflective site numbers shall be a minimum of four (4) inches in height and placed on a separate post on the site. A map of the site layout with site numbers shall be placed at the entrance to the park in such a manner as to be clearly visible to entrants.
 - d. Recreational vehicle pad sites shall be separated from each other by a minimum of ten (10) feet.
 - e. Recreational vehicle pad sites shall be separated from the recreation area in the park by a minimum of fifteen (15) feet.
 - f. All recreational vehicle pad sites shall be setback a minimum of fifty (50) feet from the right-of-way line of all adjacent public roads and any RV Park boundaries.
 - g. All recreational vehicle pad sites shall be setback a minimum of ten (10) feet from any internal drives in the park.
 - h. A minimum of two (2) parking spaces shall be provided per recreational vehicle pad site. One (1) space shall be located on the RV site, the remainder may be located in an approved parking area. Size and paving of all parking spaces shall conform to the requirements in Article 7 regarding Off-Street Parking Standards.
 - i. In all RV Parks, a recreation area shall be provided that shall be centrally located, free of traffic hazards, and easily accessible to all park residents. Recreation areas shall constitute a minimum of fifteen (15) percent of the gross RV Park site area and shall contain open space for recreational uses. Recreational areas shall also contain benches and landscaping. The area shall be adequately lighted to ensure safety of users.
 - j. RV Parks shall permit only seasonal placement and habitation of recreational vehicles. No recreational vehicle shall remain in an RV Park for more than one hundred twenty (120) days in any twelve-month period.

Per Ordinance No. 3271 (August 26, 2010)

AAAB.

Micro-Industrial Uses.

1. All production activities must be conducted within an enclosed building. No outside storage is allowed.

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2. All Micro-Industrial uses are limited in size to no more than five thousand (5,000) gross square feet.
 3. Accessory uses are permitted, provided that they are subordinate and incidental to the primary use.
 4. In the CI Commercial-Industrial and BPI Business Park Industrial zoning districts an accessory restaurant, nightclub, bar or tavern is not permitted.

Per Ordinance No. 2011-3312 (January 27, 2011)

ABAC. Live-Work Unit.

1. The square footage of the Live-Work Unit may not be greater than as set forth in the City's adopted International Building Code (IBC), as same may from time to time be amended. Currently said maximum size is 3,000 square feet. Further, the non-residential use may not be more than fifty percent (50%) of each Live-Work Unit.
2. Each Live-Work Unit shall not contain more than one (1) dwelling unit. The residential unit must be attached to the non-residential use and may be accessible separately from the non-residential use.
3. In a two-story building, the residential unit must be located on the second floor.
4. If a residential garage is provided, it must be attached and not visible from the public right-of-way.

ACAD. Mobile Food Court.

Mobile food court shall mean a land use approved through a Conditional Use Permit (see Unified Development Ordinance) and developed in conformity with an approved site plan (see Unified Development Ordinance), where two or more mobile food vendors congregate to offer edible goods for sale to the public and amenities are provided for all vendors' customers.

1. Mobile Food Court Categories.

a. Short-Term.

- 1) A short-term food court is temporary in nature, intended to be an interim use on previously developed land where long-term utilization of the property or redevelopment is being investigated and/or pursued. A Conditional Use Permit for a short-term mobile food court may be granted for a period of up to two (2) years.
- 2) A short-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) to five (5) mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court at least once a year to retain mobile food vendor status.
 - c) Tables, chairs, and canopies for court customers.
 - d) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.

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- e) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb other surrounding property owners.
- 3) A short-term mobile food court shall:
- a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.
 - d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Provide only portable or temporary improvements to a site. Long-term or permanent improvements to a site are not allowed.
 - g) Provide adequately maintained trash receptacles for customer use.
 - h) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.

b. Long-Term.

- 1) Long-term mobile food courts are intended to have more permanency than short-term mobile food courts and shall be held to the same development standards as restaurant developments, with the exceptions identified in the specific use standards below.
- 2) A long-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) or more mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court or move within the court at least once a year to retain mobile food vendor status.
 - c) Mobile food vendors to access potable water and sewage disposal facilities onsite. If these utilities are made available, they shall be located in a manner to necessitate the movement of each mobile food vendor to access the utilities.
 - d) Tables, chairs, and canopies or enclosed seating areas for court customers.

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- e) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - f) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb surrounding property owners.
 - g) Larger-scale entertainment and accessory uses for court customers, such as a volleyball court and bar, at a scale as not to disturb surrounding property owners.
 - h) Accessory structures.
 - i) Alcohol sales with approved permits and licenses from the Texas Alcoholic Beverage Commission.
- 3) A long-term mobile food court shall:
- a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.
 - d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.

c. Restroom and Hand Washing Facilities for Short-Term and Long-Term Mobile Food Courts.

- 1) Mobile food courts will provide at least two (2) handicapped accessible porta potties with one (1) mobile handwashing station for every ten (10) mobile food vendors.
- 2) Mobile food courts that are within one hundred (100) feet of a public restroom facility may be exempted from the requirement for porta potties.
- 3) Mobile food vendors shall comply with the Brazos County Health Department's requirements for hand washing facilities.

2. **Specific Use Standards for Mobile Food Courts.**

The following shall apply to all short-term and long-term mobile food courts, unless otherwise noted:

- a. Mobile food courts shall designate pad site locations for mobile food vendors.

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- b. Mobile food vendor pad sites and dining areas shall be setback a minimum of one hundred (100) feet from rights-of-way and public ways.
 - c. All mobile food vendor pad sites shall be separated from other pad sites, dining areas, and structures by a minimum of ten (10) feet.
 - d. Pad sites and dining areas shall not be located within fire lanes, easements, setbacks, buffers, or visibility triangles.
 - e. All mobile food vendors located in a mobile food court shall be on an improved, permanent surface as described in the Off-Street Parking Standards of this Unified Development Ordinance.
 - f. A minimum of two (2) Off-Street Parking spaces shall be provided per mobile food vendor pad site.
 - g. A minimum of a twenty-foot (20') fire apparatus access route is required around a mobile food court.
 - h. Mobile food vendors, portable restroom trailers, and other temporary structures shall not be subject to the Non-Residential Architectural Standards section of this UDO.
 - i. Electrical connections shall be provided for all mobile food vendors on site. Use of generators shall not be allowed in a mobile food court.
 - j. Short-term mobile food courts only.
 - 1) Short-term mobile food courts shall not impede vehicular circulation or block fire lanes or sanitation routes through the existing sites upon which they are located,
 - 2) Short-term mobile food courts shall not be subject to the requirements of the Landscaping and Tree Protection section of this Unified Development Ordinance.
 - 3) Short-term mobile food courts shall utilize existing solid waste collection sites on the properties on which they are located, and provide proof of permission to do so.
 - k. **Long-term mobile food courts only.**

If water and wastewater facilities are provided to mobile food vendors in a long-term mobile food court, the site shall be designed to require all mobile food vendors to remain mobile to access these amenities. Additional tanks or portable tanks for wastewater are prohibited.

(Ord. No. 2012-3449 , Pt. 1(Exh. G), 9-27-2012; Ord. No. 2012-3450 , Pt. 1(Exh. D), 9-27-2012; Ord. No. 2013-3521 , Pt. 1(Exh. I), 9-12-2013; Ord. No. 2014-3624 , Pt. 1(Exh. H), 12-18-2014; Ord. No. 2015-3708 , Pt. 1(Exh. C), 10-8-2015; Ord. No. 2016-3792 , Pt. 1(Exh. D), 7-28-2016; Ord. No. 2018-3999 , Pt. 1(Exh. D), 4-12-2018)

Article 7. General Development Standards

Sec. 7.2. General Provisions.

E. More Than One (1) Principal Structure on a Lot or Parcel.

1. In any single-family, duplex, townhouse, or MH Middle Housing district, no more than one (1) structure housing a permitted principal use may be erected on a single lot or building plot.
2. In all other districts, more than one (1) structure housing a permitted principal use may be erected on a building plot. Yard and other requirements herein shall apply to the building plot.

H. Low-Density Residential Height Protection.

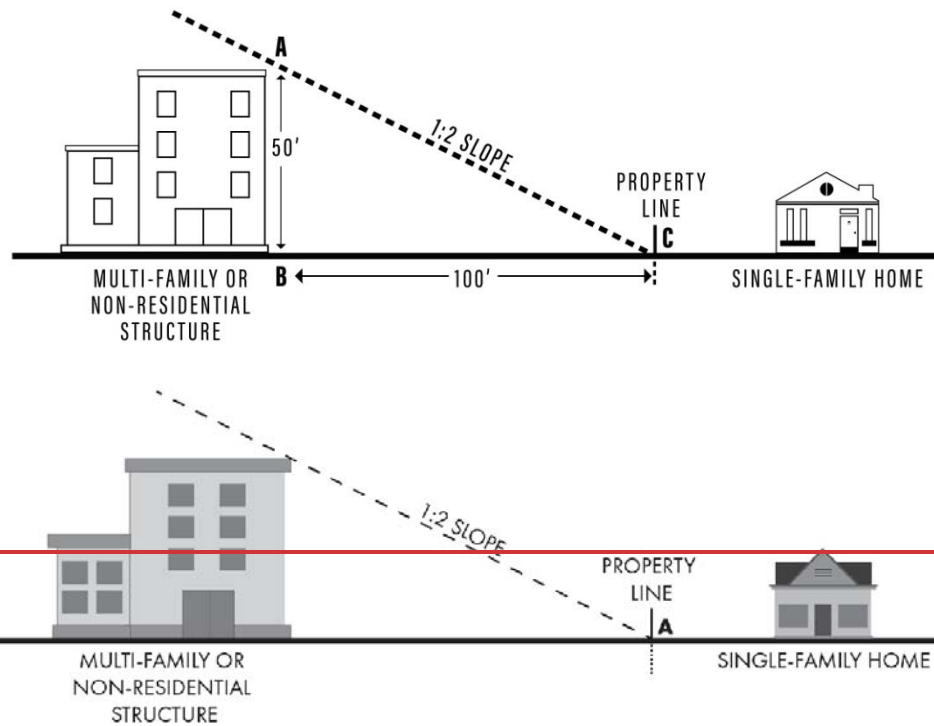
2. Applicability.

- b. Unless otherwise stated in this UDO, the regulations herein shall not apply to any of the following:
 1. Structures located in NG, RDD, and P-MUD zoning districts;
 2. Utility structures such as elevated water storage tanks and electrical transmission lines;
 3. Individual architectural structures such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than thirty-three (33) percent of the surface area of the roof;
 4. Residential radio/television receiving antennas;
 5. When the detached single family, manufactured home park or townhome use on the adjacent tract is nonconforming;
 6. When the use on the adjacent tract is agricultural;~~or~~
 7. Developments designed to be mixed-use or that are within areas where it has been identified that redevelopment is appropriate, as shown on the Comprehensive Plan Future Land Use and Character Map ~~of the City's Comprehensive Plan~~. Such developments at the periphery of the mixed-use area or area identified as appropriate for redevelopment shall meet the terms of Low-Density Residential Height Protection, when applicable~~;~~ or
 8. When the developing property and all abutting properties are designated Mixed Residential on the Comprehensive Plan Future Land Use and Character Map, regardless of existing use or zoning. Unless otherwise excepted, the regulations herein shall apply to properties at the periphery of the Mixed Residential land use designation.

3. Slope Requirement.

- a. Multi-family and Multiplex structures, structures with Shared Housing uses, and non-residential structures shall remain under an imaginary line formed by a 1:2 slope as illustrated by the inclined plane in the graphic below, where 'A' is located at the property line shared with a detached single-family, manufactured home park or townhouse use or district.

When the adjacent lot is one dedicated by plat for detention or open area and is not buildable for a detached single-family house, townhouse, or manufactured home or residential amenity, the measurement shall be taken from the closest property line shared with a buildable detached single-family, townhouse, or manufactured home lot.



Sec. 7.3. Off-Street Parking Standards.

C. Dimensions, Access, and Location.

5. In the MH Middle Housing zoning district, single-family, townhouses, and Live-Work Units may locate parking in front of the structure as long as three or fewer parking spaces are required and the parking area does not exceed a size equivalent of fifty (50) percent of the front area as described above.

6. In the MH Middle Housing zoning district, Courtyard Houses, duplexes, and Multiplexes shall locate parking between the rear plane of the primary structure and the rear property line.

75. An eighteen-foot paved space (ninety-degree only) may be utilized where the space abuts a landscaped island with a minimum depth of four (4) feet. An eighteen-foot space may also be used when adjacent to a sidewalk provided that the minimum width of the sidewalk is six (6) feet. This standard shall also apply to off-street parking for single-family residential, duplexes, and townhouses.

86. The width of an alley may be assumed to be a portion of the maneuvering space requirement for off-street parking facilities located adjacent to a public alley. This standard shall apply for off-street parking for all uses including single-family residential, duplexes, ~~and~~ townhouses, and Small and Medium Multiplexes.

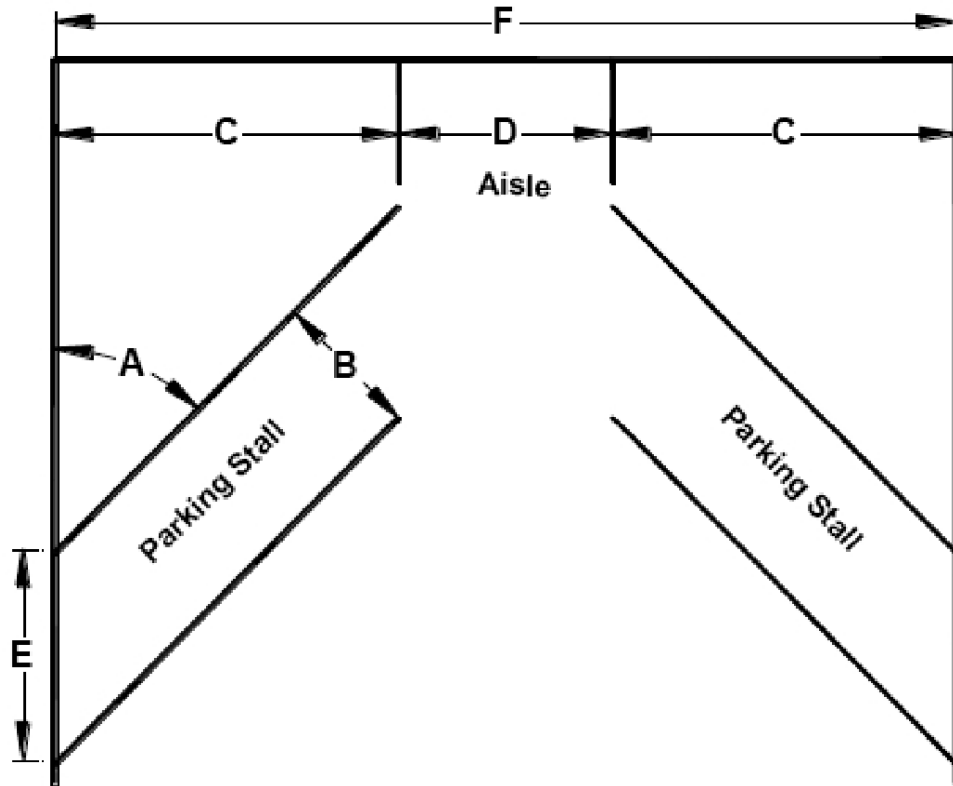
97. Each parking space intended for use by the handicapped shall be designed in accordance with the standards of the Texas Architectural Barriers Act (TABA) administered by the Texas Department of License and Regulation.

810. Each parking space and the maneuvering area thereto shall be located entirely within the boundaries of the building plot except where shared parking is approved by the City.

911. All parking spaces, aisles, and modules shall meet the minimum requirements, as shown in the following table. All dimensions are measured from wall to wall.

PARKING SPACE AND AISLE DIMENSIONS

A	B	C	D		E	F	
Angle (degrees)	Width of stall	Depth of stall 90° to aisle	Width of aisle		Width of stall parallel to aisle	Module width	
			One way	Two way		One way	Two way
0	22 feet	10 feet	12.0 feet	20.0 feet	22.0 feet	22.0 feet	40.0 feet
45	9 feet	21.1 feet	12.0 feet	20.0 feet	12.7 feet	54.2 feet	62.2 feet
60	9 feet	22.3 feet	15.0 feet	22.0 feet	10.4 feet	59.6 feet	66.3 feet
90	9 feet	20.0 feet	23.0 feet	23.0 feet	9.0 feet	63.0 feet	63.0 feet



1012. Parking lots located within fifteen (15) feet of a public right-of-way shall have a maximum of seven (7) contiguous spaces separated by an eighteen- by twenty-foot landscaped island.

1311. All parking lots and drive aisles shall be setback a minimum of six (6) feet from any public right-of-way or public way. In sites subject to the Non-Residential Architectural Standards of this UDO, where parking or drive aisles are located between the building and the public right-of-way or public way, there shall be a minimum setback of ten (10) feet from the public right-of-way or public way to the parking area or drive aisle.

1214. In SC Suburban Commercial and WC Wellborn Commercial districts, parking shall not be located between the structure and an adjacent single-family use or zoning district. Drive aisles and service aisles shall be permitted between the structures and an adjacent single-family use or zoning district.

153. Parking is discouraged along entrance drives and should be limited on major circulation aisles of large developments and major retail centers.

146. The Design Review Board may waive parking lot dimension requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district.

D. Landscape Islands.

2. Interior Islands.

c. In the MH Middle Housing zoning district, for every five (5) parking spaces located off alleys or in shared parking areas, ninety (90) square feet of landscaping must be provided somewhere along the parking row in a raised interior island. Islands should be spaced evenly along the property, or properties, that have a shared parking agreement. Interior islands may have sidewalks through them. These sidewalks shall count as part of the landscaping.

- de.** End island areas that exceed the minimum required may be counted toward the interior parking island requirement.
- ed.** All interior islands must be raised at least six (6) inches and curbed, with the majority of the area of each island planted or treated with enhanced paving. The soil within the planted area shall not be compacted or stabilized and shall be contiguous with the soil at the natural grade.

H. Number of Off-Street Parking Spaces Required.

In computing the number of parking spaces required, the following rules shall govern:

1. Parking requirements based on square footage shall be based upon the gross floor area, unless otherwise stated. Service areas such as mechanical rooms, restrooms, and closets shall be included in the calculation of "gross floor area" for determining required parking spaces;
2. Where fractional spaces result in computing required parking spaces, the required number of spaces must be increased to the nearest whole number. At least one (1) parking space must be provided unless otherwise specified in this UDO;
3. The parking space requirements for a use not specifically listed shall be the same as those for the most similar to the proposed use, as determined by the Administrator;
4. Whenever a building or use constructed or established after the effective date of this UDO is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise, parking requirements shall be met on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this UDO is enlarged, the enlarged building or increased use shall then and thereafter comply with the parking requirements set forth herein;
5. At the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed, all single-family and townhouse uses shall come into compliance with the minimum off-street parking requirements. Garages that meet minimum dimensional standards may be counted towards parking requirements;
6. Where requirements are established on the basis of the number of seats, such requirements shall be based on the seating capacity as determined by the Building Official;
7. Where a manufacturing/industrial use has more than one (1) working shift of employees, parking shall be provided to accommodate overlap requirements during transition periods; and
8. The Design Review Board may waive parking space requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district.

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/Unit	Plus Spaces For:
Assisted Living/Residential Care Facility	As determined by the Administrator *****		
Airport	As determined by the Administrator *****		
Banks	250 s.f.	Floor area over 500 s.f.: 1.0	
Bowling Alley	As Determined by the Administrator *****		
Bus Depot	As Determined by the Administrator *****		

Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
<u>Courtyard House</u>	<u>BR</u>	<u>1.0</u> <u>Minimum of 2,</u> <u>Maximum of 4</u>	
Church	Seat	0.33*	
Convalescent Home/Hospital	Bed	0.5	
<u>Duplex / Split-Lot Duplex</u>	<u>BR</u>	<u>1.0</u>	
—1 & 2 Bedroom	DU	2.0	
—3+ Bedroom	BR	1.0	
Dormitory	Bed	0.75	
Day Care Center	250 s.f.	Floor area over 500 s.f.: 1.0	
Fraternal Lodge	75 s.f.	Floor area over 150 s.f.: 1.0	
Fraternity/Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As Determined by the Administrator*****		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	Floor area over 700 s.f.: 1.0	
Golf Driving Range	Tee Station	1.0	
Health Club/Sports Facility	As Determined by the Administrator*****		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As Determined by the Administrator
Health Studio	150 s.f.	Floor area over 300 s.f.: 1.0	
Hospital	As Determined by the Administrator*****		
Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	

Laundry	150 s.f.	Floor area over 300 s.f.: 1.0	
Live-Work Unit	250 s.f. of non- residential portion of structure	Floor area over 250 s.f.: 1.0	1/BR, Residential DU
Motor Vehicle Sales/Service:			
Office/Sales Area	250 s.f.	1.0	
Service Area	200 s.f.	1.0	
Medical or Dental Clinic			
< 20,000 s.f.	200 s.f.	Floor area over 400 s.f.: 1.0	
Mixed-Use Structure****	250 s.f. of non- residential portion of structure	Floor area over 500 s.f.: 1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2+ Bedroom	BR	1.0	
<u>Multiplex</u>	<u>BR</u>	<u>1.0</u>	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	Floor area over 500 s.f.: 1.0	
Personal Service Shop	250 s.f.	Floor area over 500 s.f.: 1.0	
Priv. School or Comm. Studio	100 s.f.	Floor area over 200 s.f.: 1.0	
Retail Sales & Service:			
GC, SC, WC, C-3	250 s.f.	Floor area over 500 s.f.: 1.0	

CI	350 s.f.	Floor area over 700 s.f.: 1.0	
Restaurant (w/o drive-through)	65 s.f.	Floor area over 130 s.f.: 1.0	
Restaurant (w/drive-through)	100 s.f.	Floor area over 200 s.f.: 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	Floor area over 500 s.f.: 1.0	
Shared Housing	Rooms at least 70 s.f. in area, excluding a kitchen, a living room, and a laundry room. The Administrator may also exclude additional rooms, but not below the number of BRs.	1.0	
Single-Family Dwelling ^{***}	BR	1.0 ^{***} Minimum of 2, Maximum of 4	1.0/Accessory Living Quarter
Single-Unit Dwelling	BR	1.0	
Shopping Center ^{**} :			
GC, SC, WC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Townhouse ^{***}	BR	1.0 ^{***} Minimum of 2, Maximum of 4	
Theater	Seat	0.25	
Truck Terminal	As Determined by the Administrator ^{*****}		

Two-Dwelling Unit	BR	1.0	
Veterinary Clinic	300 s.f.	Floor area over 600 s.f.: 1.0	
Warehouse	1,000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

- * Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.
- ** The minimum number of parking spaces for a shopping center shall be calculated at a rate of 1:250 in GC SC, or WC, and 1:350 in CI regardless of the composing uses unless otherwise determined by the Administrator that such composing uses require a modification to the applicable requirements.
- *** For areas designated Neighborhood Conservation on the Comprehensive Plan's Future Land Use and Character Map there shall be no maximum number of parking spaces.
- **** Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.
- ***** When determining the required off-street parking requirements for the uses noted above, the Administrator shall consider the anticipated traffic demand, traffic circulation, and surrounding conditions. The Administrator may also consider information provided by the applicant that demonstrates the proposed number of off-street parking spaces is adequate for the proposed use and has been successfully employed in other locations.

Sec. 7.4. Access Management and Circulation.

B. Easements.

1. Street Access.

b. Minor Collector Streets.

No single-family dwelling, ~~townhouse, or duplex~~duplex, or townhouse shall take direct access to minor collector streets except when permitted by the Subdivision Regulations. Residential visitor parking areas may take direct access to minor collector streets via a driveway, however no backing maneuvers onto local streets shall be allowed.

c. Major Collector Streets.

No single-family dwelling, ~~townhouse, or duplex~~duplex, townhouse, or Multiplex shall take direct access to major collector streets. Residential visitor parking areas may take direct access to major collector streets via a driveway, however no backing maneuvers onto local streets shall be allowed.

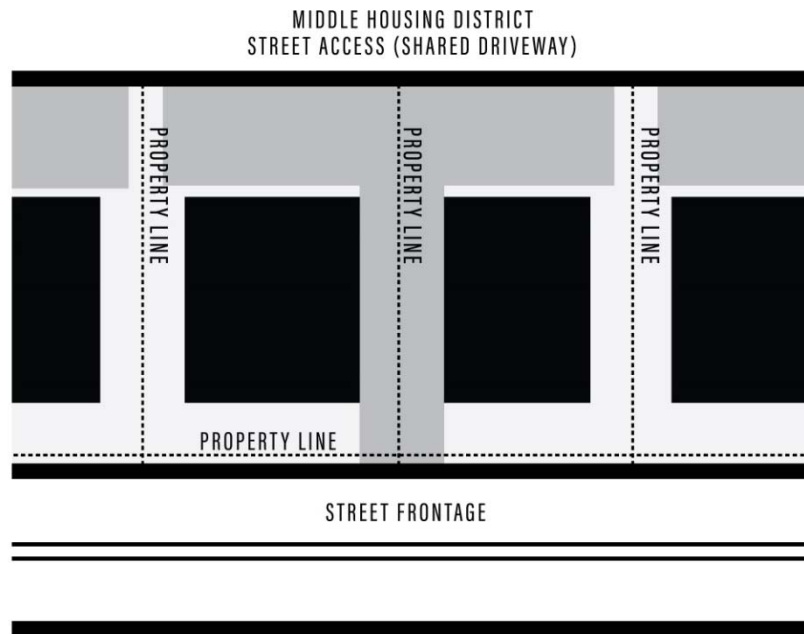
d. Arterial Streets.

No single-family dwelling, ~~townhouse, or duplex~~duplex, townhouse, or Multiplex shall take direct access to arterial streets.

e. Shared Driveways.

The Development Engineer may require a shared driveway at the time of platting, development, or redevelopment of the affected lots.

When MH Middle Housing lots take access from a public street, one driveway shall be allowed for every two lots, unless a rear alley is provided. The Administrator may approve up to three lots to take access from a single driveway if a shared access easement is provided. See example diagram below:



C. **Driveway Access Location and Design.**

2. **Location of Driveway Access.**

- d. For corner residential lots, if a backing maneuver would be required, the side access driveway connection to the street shall be subject to rear building setback requirements with a maximum of 20 feet.

6. **Shared Access.**

- c. A joint private access easement is required between adjacent lots that share driveways in the MH Middle Housing zoning district.

7. **Geometric Design of Driveway Access.**

- c. The curb return radii for driveways intersecting at right angles with the roadway and without a deceleration lane shall be as follows:
 - 1) Curb return radii for residential (single-family, townhouse, duplex, and Multiplex) driveways shall be between three (3) feet and ten (10) feet. Flare type residential driveways must also adhere to these dimensional criteria.
- e. The maximum width of commercial, Multiplex, and multi-family driveway approaches for two-way operation shall not exceed thirty-six (36) feet, except that the Administrator may issue permits for driveway approaches greater than thirty-six (36) feet in width on major streets to handle special traffic conditions. The minimum width of commercial and multi-family driveway approaches for two-way operation shall be not less than twenty-four (24) feet.

Sec. 7.5. Signs.

C. Summary of Permitted Signs.

The following signs are permitted in the relevant zoning districts of the City:

[Click here to access a PDF version of the Summary of Permitted Signs table.](#)

	R	WE	E	WRS	R-1B	GS	D	T	MH	MF	MU	R-4	R-6	MHP	O	SC	WC	GC	CI	C-3	BP	BPI	R&D	M-1	M-2
Apartme nt/Condo minium/ Manufact ured Home Park Identifica tion Signs										X	* * * *	X	X	X											
Area Identifica tion/Subd ivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs***										X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Campus Wayfindi ng Signs										X	X				X	X	X	X	X		X	X	X		
Commerc ial Banners* **										X	X	X	X		X	X	X	X	X	X	X	X	X	X	X
Develop ment Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Direction al Traffic Control Signs											X				X	X	X	X	X	X	X	X	X	X	X
Freestand ing Signs***															*	*		X	X					X	X
Hanging Signs											X														
Home Occupati on Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X											
Low Profile Signs***										X					X	X	X	X	X	X	X	X	X	X	X
Non- Commerc ial Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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(Supp. No. 6, Update 5)

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- c. Canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired so long as the canopy trees are reasonable dispersed across each public right-of-way, street, or public way frontage;
 - d. Two (2) non-canopy trees may be substituted for one (1) canopy tree;
 - e. Parking areas adjacent to a right-of-way shall be screened from the right-of-way. Screening is required along one hundred (100) percent of the street frontage (such as ten (10) shrubs for every thirty (30) linear feet of frontage), with the exception of areas within the visibility triangle. Screening may be accomplished using plantings, berms, structural elements, or combinations thereof, and must be a minimum of three (3) feet above the parking lot pavement elevation. Walls and planting strips shall be located at least two (2) feet from any parking area. Where the street and the adjacent site are at different elevations, the Administrator may alter the height of the screening to ensure adequate screening. Fifty (50) percent of all shrubs used for screening shall be evergreen;
 - f. One hundred (100) percent coverage of groundcover, decorative paving, decorative rock, or a perennial grass is required in parking lot islands, swales and drainage areas, and the parking lot setback unless otherwise landscaped or existing plants are preserved. One hundred (100) percent coverage of groundcover or perennial grass is also required in all unpaved portions of street or highway right-of-way or on adjacent property that has been disturbed during construction. If grass is to be used for groundcover, one hundred (100) percent live grass groundcover is required whether by solid sod overlay or pre-planting and successful takeover of grasses. No point value shall be awarded for ground cover; and
 - g. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.

4. The requirements of this Section have limited application to properties developed in the MU Mixed-Use district, as follows:

- a. Within fifty (50) feet of the property line along the street, and located between the structure and the public right-of-way, street, or public way, one (1) canopy tree for every twenty-five (25) linear feet of frontage shall be installed. One (1) existing tree (minimum four-inch caliper) may be substituted for a new tree.
- b. Canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired so long as the canopy trees are reasonable dispersed across each public right-of-way, street, or public way frontage.
- c. Parking areas adjacent to a right-of-way shall be screened from the right-of-way. Screening is required along one hundred (100) percent of the street frontage (such as ten (10) shrubs for every thirty (30) linear feet of frontage), with the exception of areas within the visibility triangle. Screening may be accomplished using plantings, berms, structural elements, or combinations thereof, and must be a minimum of three (3) feet above the parking lot pavement elevation. Walls and planting strips shall be located at least two (2) feet from any parking area. Where the street and the adjacent site are at different elevations, the Administrator may alter the height of the screening to ensure adequate screening. Fifty (50) percent of all shrubs used for screening shall be evergreen.
- d. One hundred (100) percent coverage of groundcover, decorative paving, decorative rock, or a perennial grass is required in parking lot islands, swales and drainage areas, and the parking lot setback unless otherwise landscaped or existing plants are preserved. One hundred (100) percent coverage of groundcover or perennial grass is also required in all unpaved portions of street or

highway right-of-way or on adjacent property that has been disturbed during construction. If grass is to be used for groundcover, one hundred (100) percent live grass groundcover is required whether by solid sod overlay or pre-planting and successful takeover of grasses. No point value shall be awarded for ground cover.

- e. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.
- 5. All landscaping/streetscaping requirements under this Section shall run with the land once the development has begun and shall apply against any owner or subsequent owner.
- 6. The landscaping requirements of this Section apply to all unsubdivided property, improved subdivided lots and to other improved lands where buildings or structures are being added or replaced within the City.
- 7. Each phase of a multi-phase project shall comply with this Section.
- 8. All plantings must be in accordance with the College Station Plant List, or as deemed appropriate by the USDA for Zone 8 in their Hardiness Zone Map. The plant list is approved and amended as needed by the Administrator.

Sec. 7.7. Buffer Requirements.

B. Applicability.

- 2. Exceptions to the terms of this Section will be made when:
 - a. The adjacent developed use is nonconforming;
 - b. The adjacent developed use is agricultural;
 - c. The Comprehensive Plan Future Land Use and Character Map ~~Land Use Plan~~ designates the area as a Redevelopment Area;
 - d. The property is zoned P-MUD or PDD and the buffer requirement was determined through the rezoning process;
 - e. The developing use is a Primary or Secondary Educational Facility containing a building with a Group "E" occupancy as defined in the International Building Code; or
 - f. Properties in NG and RDD districts.
Per Ordinance No. 3280 (September 9, 2010)
 - g. The required buffer yard is adjacent to FEMA designated 100-year floodplain or residential common area, with approval by the Administrator.
 - h. The developing property and all abutting properties are designated Mixed Residential or a more intense land use on the Comprehensive Plan Future Land Use and Character Map, regardless of existing use or zoning. Unless otherwise excepted, the regulations herein shall apply to properties at the periphery of the Mixed Residential land use designation.

D. Location.

The buffer shall abut property boundaries shared with less intense uses or zoning districts as shown in Section 7.7.F, Minimum Buffer Standards. In the event that a property abuts a less intense use and a less intense zoning district, the ~~more-less~~ stringent buffer shall be required along the shared boundary.

F. Minimum Buffer Standards.

The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below. The numbers shown are the required buffer widths.

DEVELOPING USE (Classification)	ABUTTING PARCEL* (Use least restrictive of the zoning or the developed use.)		
	Single-Family Residential (ii)	Multi-Family Residential (i)	Non-Residential (iii)
Single-family (ii)	N/A	N/A	N/A
<u>Middle Housing (ii)</u>	<u>2.5-ft for every 5-ft of building height (1)</u>	<u>N/A</u>	<u>N/A</u>
<u>Structures with a Shared Housing use</u>	<u>2.5-ft for every 5-ft of building height (1)</u>	<u>N/A</u>	<u>N/A</u>
Multi-Family (iii)	10' (1)	N/A	N/A
Office	10' (1)	N/A	N/A
Commercial ***	15' (2)	10' (1)	N/A
Industrial	25' (2)	15' (2)	5'
Business Park	50' (2)	15' (2)	5'
Business Park - Industrial	50' (2)	30' (2)	10'**
SOB	50' (2)	50' (2)	50' (2)

~~(i) Includes structures with Shared Housing uses.~~

(ii) Includes manufactured homes, mobile homes, manufactured home parks, duplexes in the D Duplex zoning district, and townhouses in the T townhouse zoning district.

(ii) Includes developments in the MH Middle Housing zoning district.

(iii) Includes commercial and other non-residential uses developed in the MF Multi-Family district.

* When an abutting parcel is vacant and zoned R Rural, the Administrator shall use the land use classification of the property as designated on the Comprehensive Plan Future Land Use and Character Map in lieu of the zoning category in determining the buffer requirement.

** When an abutting parcel is zoned BP Business Park or BPI Business Park Industrial, the buffer width shall be reduced to five feet (5').

*** When a developing parcel is zoned WC Wellborn Commercial and adjacent to single-family, the buffer width shall be twenty (20) feet with a fence.

(1) Fence

(2) Wall

2. Plantings.

h. Existing vegetation may count toward the planting requirement if:

1. The vegetation is in good health and the ~~landscaping~~ landscape/streetscape plan verifies that it will meet the plantings criteria listed above (non-point trees may count towards a natural buffer); and

Sec. 7.8. Solid Waste.

C. Guidelines.

The following minimum standards shall be met:

1. ~~All dumpsters shall be screened. Screening shall be at least as tall as the dumpster(s) and may be achieved through the use of buildings, fences, or walls. Plant materials may be used to supplement required screening.~~ Dumpster screens should be located outside of utility and drainage easements. Property owners with dumpster screens located within utility easements are hereby warned that they will be responsible for the replacement of the screens if it becomes necessary to remove them for utility construction and/or maintenance.
2. Multi-family developments and Multiplexes in the MH Middle Housing district shall provide the required pad and screening for one (1) eight-yard dumpster per ~~forty-thirty-two~~ (4032) bedrooms;
3. Townhomes with five (5) or more attached units not served by approved, accessible alleys, shall provide the required pad and screening for one (1) eight-yard dumpster per ~~sixteen-thirty-two~~ (1632) dwelling units ~~bedrooms~~;
4. The interior clearance (inside the screen) dimensions for a single three hundred-gallon container enclosure shall be ten (10) feet deep by ten (10) feet wide;
5. The interior clearance (inside the screen) dimensions for a single (one (1) eight-yard) dumpster enclosure shall be twelve (12) feet deep by twelve (12) feet wide;
6. The interior clearance (inside the screen) dimensions for a double (two (2) eight-yard) dumpster enclosure shall be twelve (12) feet deep by twenty-four (24) feet wide;
7. Bollards and other such devices are highly recommended, but shall not be set within the minimum width dimensions noted above;
8. All required containers and dumpsters pads shall be constructed of six (6) inches of steel-reinforced concrete;
9. All required containers and dumpsters shall be screened by means of an approved six-foot high opaque device on a minimum of three (3) sides. Depending on visibility to pedestrian and vehicular traffic, a gate may be required for all enclosures except three hundred-gallon side-loading automated containers. Gates shall have a minimum width of twelve (12) feet when open, shall swing one hundred eighty (180) degrees from the closed position, and shall utilize a positive-locking mechanism while in the open position. Three hundred-gallon side-loading automated container enclosures shall be open on the side, facing the collection point. The open side cannot be facing the public right-of-way. Plant materials may be used to supplement required screening. Materials may be dictated by the terms of a Conditional Use Permit (CUP) or the Design Review Board (DRB); and
10. The ingress, egress, and approach to all dumpster pads shall conform to the fire lane requirements.
11. In SC Suburban Commercial and WC Wellborn Commercial, consolidated sanitation-solid waste service is required and shall be located furthest from single-family use or zoning. Notwithstanding the foregoing, it may be located adjacent to single-family if a buffer wall is used.
12. In BP Business Park, consolidated sanitation-solid waste service is required and shall be located furthest from single-family use or zoning.

Sec. 7.11. Outdoor Lighting Standards.

A. Applicability.

All lighting within developments shall meet the requirements of this Section, except that single-family residential, duplexes, townhouses, Primary & Secondary Educational Facilities containing a building with a Group "E" occupancy as defined in the International Building Code, athletic fields, and lighting not visible from the perimeter of a development are exempted.

Sec. 7.13. Traffic Impact Analyses.

B. Definitions.

1. Trip Generation Rates.

Trip Generation Rates are used to estimate the amount of vehicular traffic generated by proposed rezoning or a proposed site plan. For Zoning and Preliminary Plan TIAs, these rates are shown by zoning district in the table below. Preliminary Plan trip generation rates should be based on the underlying zoning district. Site plan TIAs shall use rates set forth in the latest edition of the Trip Generation Report published by the Institute of Transportation Engineers (ITE), unless said Report does not adequately address the type or intensity of the proposed land use. In this event the applicant or his agent shall submit projected vehicle trips to the Administrator. For land uses adequately represented in said Report, alternate trip generation rates shall not be accepted.

Table 1
Trip Generation: Residential Land Uses

Zoning Classification	Maximum Units/Acre	ITE Land Use Code	Trip Rate / Unit	Trip Rate / Acre
R	0.33	210	1.00	0.33
WE	0.5	210	1.00	0.5
E	1	210	1.00	1
WRS	2	210	1.00	2
RS	4	210	1.00	4
GS	8	210	1.00	8
D	12	230	0.52	6.24
T	14	230	0.52	7.28
<u>MH</u>	<u>24</u>	<u>230</u>	<u>0.52</u>	<u>12.48</u>
MF	30	220	0.62	18.6
MU	Determined by Administrator			
MHP	Determined by Administrator			
P-MUD	Determined by Administrator			

Sec. 8.3. General Requirements and Minimum Standards of Design for Subdivisions within the City Limits.

G. Blocks.

1. Blocks for single-family, duplex, ~~and~~ townhouse, and Multiplex lots shall be platted to provide two (2) tiers of lots with a utility easement or alley between them. A single tier of lots may be used if the lots back up to a thoroughfare, railroad, or floodplain. Courtyard House developments may provide more tiers of lots if an alley connection is provided through both sides of the block.

H. Lots.

1. General Requirements.

- h. Single-family, duplex, ~~and~~ townhouse, and Multiplex lots shall have frontage on a public street or a private street constructed to public standard. Lots intended for other uses that do not have frontage on a public street shall provide access via a Public Way or a private access easement containing a drive that meets City fire lane standards. The construction of the private drive may be delayed until the time of site development. Courtyard House lots may be exempted from this requirement as long as fire protection is maintained.

Sec. 8.8. Requirements for Park Land Dedication.

D. Requirements.

2. Land Dedication.

- a. The amount of land to be dedicated for park purposes shall be as set forth in Section K “Park Land Dedication and Development Fees”.

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

- 1) Prior to the issuance of any building permits for multi-family [and Multiplex](#) development,
- 2) Concurrently with the final plat for each phase of the development, or
- 3) In accordance with the terms of a valid Development Agreement associated with the property.

If land dedication is to occur in future phases of a multiple-phase development, the developer may provide the City with financial security against the current dedication requirements by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and, in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication and improvements as set forth in Section K “Park Land Dedication and Development Fees”. The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land and payment of the fee for the required improvements.

Sec. 11.2. Defined Terms.

Courtyard House: One of a group of small detached single-family dwelling units arranged around a shared open courtyard accessible to the units. Dwelling units shall be individually platted and oriented so that the front entrances are accessed from the shared courtyard. The courtyard shall be jointly owned and managed by a HOA and preserved as open green space. Vehicular access and garages shall be via an alley or private drive.

Live-Work Unit: A mixed-use structure with a ground level workspace or commercial space and one upper-level dwelling unit occupied by the proprietor.~~A dwelling unit in which a significant portion of the space includes a non-residential use that is operated by the tenant.~~

Multiplex, Medium: A residential structure that consists of five (5) to twelve (12) dwelling units, either side by side or stacked. Primary entry to the structure is allowed only through a Shared Primary Entrance. The land underneath is a single platted lot and is not divided into separate lots. Condominiums are included in this definition.

Multiplex, Small: A residential structure that consists of three (3) to four (4) dwelling units, either side by side or stacked. Primary entry to the structure is allowed only through a Shared Primary Entrance. The land underneath is a single platted lot and is not divided into separate lots. Condominiums are included in this definition.

Shared Primary Entrance: A common front/primary entry to the interior of a structure through which all occupants enter. Separate dwelling units in the structure take access off a shared internal corridor.

Split-Lot Duplex: Two (2) attached dwelling units where each dwelling unit is located on a separately platted lot.

October 27, 2022
Item No. 9.4.
UDO Amendment – Restricted Occupancy Overlay

Sponsor: Alyssa Halle-Schramm, 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 3, "Development Review Procedures," Section 3.3 "Zoning Map Amendment (Rezoning)," and Article 5, "District Purpose Statements and Supplemental Standards," Section 5.11 "Single-Family Overlay Districts," of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to the Restricted Occupancy Overlay.

Relationship to Strategic Goals:
Neighborhood Integrity

Recommendation(s): The Planning and Zoning Commission heard this item at their October 6, 2022 meeting where they voted 5-1 to recommend approval. The Commission discussed an interest in allowing fully separate but adjacent subdivisions to define themselves using their separate original subdivision plat(s) and to apply together on a joint application. The Commission requested that staff and the City Council consider some other process to allow this change. Staff recommends approval of the ordinance amendment as proposed.

Summary: At their February 10, 2022 meeting, the City Council requested a future agenda item to consider options to amend the Restricted Occupancy Overlay (ROO) ordinance with the intent to streamline the process and application for neighborhoods interested in pursuing a ROO. During a workshop presentation on August 25, 2022, Council directed staff to revise the ordinance to allow multiple contiguous phases of original subdivisions to apply jointly, submit one application, and pay one application fee. The proposed amendments implement these changes.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Sec. 3.3 Zoning Map Amendment (Rezoning) Changes
3. Sec. 5.11 Single Family Overlay Districts Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 3, “DEVELOPMENT REVIEW PROCEDURES,” SECTION 3.3, “ZONING MAP AMENDMENT (REZONING),” AND ARTICLE 5, “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS,” SECTION 5.11, “SINGLE-FAMILY OVERLAY DISTRICTS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE RESTRICTED OCCUPANCY OVERLAY AND NEIGHBORHOOD CONSERVATION OVERLAY; 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 3, “Development Review Procedures,” Section 3.3, “Zoning Map Amendment (Rezoning),” and Article 5, “District Purpose Statements and Supplemental Standards,” Section 5.11, “Single-Family Overlay Districts,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A,” Exhibit “B,” Exhibit “C,” Exhibit “D,”** and **Exhibit “E”** 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 27th day of October, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 3, “Development Review Procedures,” Section 3.3.C “Amendment Application,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Subsection C.2 and Subsection C.3 and is to read as follows:

2. Application requests for a Neighborhood Conservation Overlay District (NCO) shall provide the following additional information in accordance with the Neighborhood Conservation Overlay (NCO) Process Handbook.
 - a. A copy of the original plat of the subdivision, or multiple contiguous phases of original subdivisions that apply jointly;
 - b. A petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly;
 - c. Contact information for property owners of platted single-family development in the original subdivision to serve on the Neighborhood Conservation Overlay Petition Committee;
 - d. Certificate of mailing neighborhood meeting notice for all property owners of single-family zoned or developed building plots contained within the original subdivision;
 - e. Completed neighborhood meeting sign-in sheets; and
 - f. Neighborhood meeting minutes signed by a Petition Committee Member.
3. Application requests for a Restricted Occupancy Overlay District (ROO) shall provide the following additional information in accordance with the Restricted Occupancy Overlay District (ROO) Process Handbook:
 - a. A copy of the original plat of the subdivision, or multiple contiguous phases of original subdivisions that apply jointly;
 - b. A petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly;
 - c. Contact information for property owners of platted single-family development in the original subdivision to serve on the Restricted Occupancy Overlay Petition Committee;

- d. Certificate of mailing neighborhood meeting notice for all property owners of single-family zoned or developed building plots contained within the original subdivision;
- e. Completed neighborhood meeting sign-in sheets; and
- f. Neighborhood meeting minutes signed by a Petition Committee Member.

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 3, “Zoning Map Amendment (Rezoning),” Section 3.3.F, “Repeal of a Single-Family Overlay District,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

F. Repeal of a Single-Family Overlay District.

A repeal of a single-family overlay district is considered a rezoning and is subject to the Zoning Map Amendment requirements herein and may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. By a petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or contiguous phases of original subdivisions that applied jointly, in support of repealing the overlay.

Exhibit C

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards,” Section 5.11.C, “General Provisions,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

C. General Provisions.

1. The yard, lot, building height, and open space regulations of the Single-Family Overlay Districts must be read in accordance with the yard, lot, building height and open space regulations in the Residential Dimensional Standards and Required Yards sections of this UDO. In the event of a conflict between the Single-Family Overlay Districts and these sections, the Single-Family Overlay District controls.
2. The City Council may approve a Single-Family Overlay District for the boundaries of original subdivisions, or multiple contiguous phases of original subdivisions that apply jointly.
3. An application for a Single-Family Overlay District may be accepted by the City for review once a petition is signed by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly.

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards,” Section 5.11.D.1.c, “General Provisions,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

c. General Provisions.

- 1) The standards set forward in a ROO must be based on findings of the Petition Committee.
- 2) The Petition Committee shall consist of property owners of platted single-family development from the original subdivision. In the circumstance where multiple contiguous phases of original subdivisions are applying jointly, the Petition Committee shall consist of one property owner from each phase included in the application.
- 3) To be eligible to apply for a ROO, improvements must exist on at least 51 percent of the platted single-family lots in the original subdivision.

Exhibit E

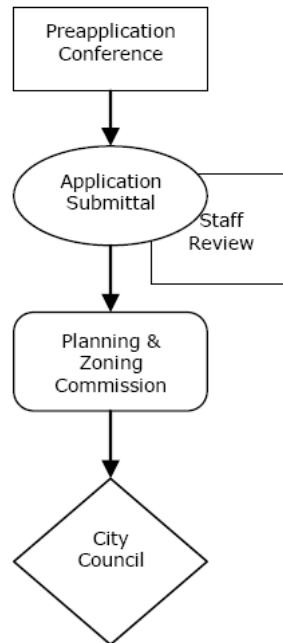
That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards,” Section 5.11.D.2.c, “General Provisions,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

c. General Provisions.

- 1) The standards set forward in a Neighborhood Conservation Overlay must be based on findings of the Petition Committee.
- 2) The petition committee may consist of property owners of platted single-family development from the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly.
- 3) Neighborhood Conservation Overlay districts may not apply to neighborhoods originally platted in the last ten (10) years from the date of application submittal.

Sec. 3.3. Zoning Map Amendment (Rezoning).

A. Purpose.



To establish and maintain sound, stable, and desirable development within the territorial limits of the City, the Official Zoning Map may be amended based upon changed or changing conditions in a particular area or in the City generally, or to rezone an area or extend the boundary of an existing zoning district. All amendments shall be in accordance with the Comprehensive Plan and may, from time to time, be amended.

B. Initiation of Amendments.

An amendment to the Official Zoning Map may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. The property owner(s).

C. Amendment Application.

A complete application for a zoning map amendment shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO and herein. As applicable, applicants shall submit the information, documents, and materials set forth in the Traffic Impact Analyses Section in Article 7 of this UDO.

1. Application requests for a Planned Development District (PDD) and Planned Mixed-Use District (P-MUD) shall provide the following additional information:
 - a. A written statement of the purpose and intent of the proposed development;
 - b. A list and explanation of the potential land uses permitted; and

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- c. A Concept Plan as described in Concept Plan Review Section in Article 3 of this UDO.
 2. Application requests for a Neighborhood Conservation Overlay District (NCO) shall provide the following additional information in accordance with the Neighborhood Conservation Overlay (NCO) Process Handbook.
 - a. A copy of the original plat of the subdivision, or multiple contiguous phases of original subdivisions that apply jointly;
 - b. A petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly;
 - c. Contact information for property owners of platted single-family development in the original subdivision to serve on the Neighborhood Conservation Overlay Petition Committee;
 - d. Certificate of mailing neighborhood meeting notice for all property owners of single-family zoned or developed building plots contained within the original subdivision;
 - e. Completed neighborhood meeting sign-in sheets; and
 - f. Neighborhood meeting minutes signed by a Petition Committee Member.
 3. Application requests for a Restricted Occupancy Overlay District (ROO) shall provide the following additional information in accordance with the Restricted Occupancy Overlay District (ROO) Process Handbook:
 - a. A copy of the original plat of the subdivision, or multiple contiguous phases of original subdivisions that apply jointly;
 - b. A petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly;
 - c. Contact information for property owners of platted single-family development in the original subdivision to serve on the Restricted Occupancy Overlay Petition Committee;
 - d. Certificate of mailing neighborhood meeting notice for all property owners of single-family zoned or developed building plots contained within the original subdivision;
 - e. Completed neighborhood meeting sign-in sheets; and
 - f. Neighborhood meeting minutes signed by a Petition Committee Member.
 4. Application request for a Historic Preservation Overlay District shall provide the following additional information:
 - a. An inventory and survey of structures to be included in the rezoning, submitted on a form provided by the Historic Preservation Officer;
 - b. A current photograph of each property included in the rezoning, and its improvements;
 - c. Historical photographs, where available; and
 - d. A completed Designation Report. Upon initiation of the historic designation procedure, the Historic Preservation Officer shall coordinate research to compile a written report regarding the

historical, cultural, and architectural significance of the place or area proposed for historic designation at the request of the applicant, but the rezoning application will not be considered complete until the report has been completed. A Designation Report shall include a statement on each of the following to the extent that they apply:

- 1) A listing of the architectural, archaeological, paleontological, cultural, economic, social, ethnic, political, or historical characteristics upon which the nomination is based;
- 2) A description of the historical, cultural and architectural significance of the structures and sites;
- 3) Identification of contributing and noncontributing resources to the proposed district; and
- 4) A description of the boundaries of the proposed Historic Preservation Overlay District, including subareas and areas where new construction will be prohibited.

D. Approval Process.

1. Preapplication Conference.

Prior to the submission of an application for a Zoning Map Amendment, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes as set forth elsewhere in this UDO for preapplication conferences.

If the Administrator determines that the map amendment request is not in conformity with the Comprehensive Plan, he shall not accept the application for the map amendment, and no further processing shall occur until the map amendment is in conformity.

2. Required Meetings.

a. Neighborhood Meeting.

Prior to the submission of an application for a Zoning Map Amendment for a NCO or ROO Overlay Rezoning, all potential applicants shall request to set up a Neighborhood Meeting with City Staff.

b. Historic Preservation Officer.

Prior to the submission of an application for a Zoning Map Amendment for a Historic Preservation Overlay District rezoning, all potential applicants shall request a Neighborhood Meeting with the Historic Preservation Officer. The purpose of the meeting is to present information about the proposed overlay and explain the process of rezoning to the neighborhood.

3. Review and Report by Administrator.

With the exception of applications for Historic Preservation Overlay Districts, once the application is complete, the Administrator shall review the proposed amendment to the Official Zoning Map in light of the Comprehensive Plan, subject to the criteria enumerated in Article 4, Zoning Districts, and give a report to the Planning and Zoning Commission on the date of the scheduled public hearing.

4. Review and Report by Historic Preservation Officer.

An application for a Historic Preservation Overlay District rezoning shall be reviewed by the Historic Preservation Officer, who shall review the proposed amendment in light of the Comprehensive Plan, subject to the criteria enumerated in Article 4, Zoning Districts, and the Historic Preservation Overlay District Section in Article 5, and give a report to the Landmark Commission on the date of the scheduled public hearing.

5. Referral to Landmark Commission.

The Historic Preservation Officer, upon receipt of an application to amend the Official Zoning Map to a Historic Preservation Overlay District, shall refer the same to the Landmark Commission for study, hearing, and report. The Planning and Zoning Commission may not hold a public hearing or make a report to the City Council until it has received a report from the Landmark Commission.

6. **Recommendation by Landmark Commission.**

The Landmark Commission shall publish, post, and mail public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO. The Landmark Commission shall hold a public hearing and make a recommendation to the Planning and Zoning Commission.

7. **Referral to Planning and Zoning Commission.**

With the exception of applications for Historic Preservation Overlay Districts, the Administrator, upon receipt of petition to amend the Official Zoning Map, shall refer the same to the Commission for study, hearing, and report. For an application to amend the Official Zoning Map to a Historic Preservation Overlay District, the Historic Preservation Officer shall refer the same to the Planning and Zoning Commission for study, hearing, and report with the report of the Landmark Commission. The City Council may not enact the proposed amendment until the Planning and Zoning Commission makes its report to the City Council.

8. **Recommendation by Planning and Zoning Commission.**

The Planning and Zoning Commission shall publish, post, and mail public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO. The Commission shall hold a public hearing and recommend to the City Council such action as the Commission deems proper.

9. **City Council Action.**

a. **Notice.**

The City Council shall publish, post, and mail public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO, and hold a public hearing before taking final action on an application to amend the Official Zoning Map.

b. **Public Hearing.**

The City Council shall hold a public hearing and approve, approve with modifications, or disapprove the application to amend the Official Zoning Map.

c. **Effect of Protest to Proposed Amendment.**

If a proposed change to this UDO or rezoning is protested in accordance with Chapter 211 of the Texas Local Government Code, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths ($\frac{3}{4}$) of all members of the City Council. The protest must be written and signed by the owners of at least twenty (20) percent of either the area of lots covered by the proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred (200) feet from that area.

d. **Review Criteria.**

In determining whether to approve, approve with modifications, or disapprove the proposed Official Zoning Map amendment, the City Council shall consider the following matters regarding the proposed amendment:

- 1) Whether the proposal is consistent with the Comprehensive Plan;
- 2) Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area;

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- 3) Whether the property to be rezoned is physically suitable for the proposed zoning district;
 - 4) Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district;
 - 5) The marketability of the property; and
 - 6) In addition, for proposed amendments to Historic Preservation Overlay Districts, the City Council shall consider if the proposed amendment contains property(ies) and an environmental setting which meets two (2) or more of the criteria for designation of a Historic Preservation Overlay District as described in the Historic Preservation Overlay District Section in Article 5 of this UDO.

e. Effect of Historic Preservation Overlay District Zoning Upon Official Public Records.

Upon designation of a property with a Historic Preservation Overlay District, the City Council shall cause the designation to be recorded in the Official Public Records of Real Property of Brazos County, Texas, the tax records of the City of College Station, and the Brazos County Appraisal District, as well as the official zoning map of the City of College Station.

E. Limitation on Reapplication.

If an application for rezoning is denied by the City Council, another application for reclassification of the same property or any portion thereof shall not be considered within a period of one hundred eighty (180) days from the date of denial, unless the Planning and Zoning Commission finds that one (1) of the following factors are applicable:

1. There is a substantial change in circumstances relevant to the issues and/or facts considered during review of the application that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed in the application;
2. New or additional information is available that was not available at the time of the review that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed;
3. A new application is proposed to be submitted that is materially different from the prior application (e.g., proposes new uses or a substantial decrease in proposed densities and intensities); or
4. The final decision on the application was based on a material mistake of fact.

F. Repeal of a Single-Family Overlay District.

A repeal of a single-family overlay district is considered a rezoning and is subject to the Zoning Map Amendment requirements herein and may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. By a petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or contiguous phases of original subdivisions that applied jointly, in support of repealing the overlay.

(Ord. No. 2012-3449 , Pt. 1(Exh. E), 9-27-2012; Ord. No. 2018-3984 , Pt. 1(Exh. A), 2-8-2018; Ord. No. 2020-4161 , § 1(Exh. A), 3-9-2020; Ord. No. 2021-4259 , Pt. 1(Exh. B), 4-19-2021)

Sec. 5.11. Single-Family Overlay Districts.

A. Purpose.

Single-Family Overlay Districts create an additional zoning district that is superimposed over the underlying zoning district. Single-Family Overlay Districts are intended to provide additional standards for College Station neighborhoods. These standards promote residential development patterns and are intended to protect and enhance desirable neighborhood characteristics, livability, and harmonious, orderly, and efficient growth and development. The underlying zoning district establishes the permitted uses and standards and shall remain in effect. The requirements of the overlay district are to be applied in addition to the underlying zoning district standards.

B. Applicability.

The Single-Family Overlay Districts may only be applied to neighborhoods zoned and developed for single-family residences.

C. General Provisions.

1. The yard, lot, building height, and open space regulations of the Single-Family Overlay Districts must be read in accordance with the yard, lot, building height and open space regulations in the Residential Dimensional Standards and Required Yards sections of this UDO. In the event of a conflict between the Single-Family Overlay Districts and these sections, the Single-Family Overlay District controls.
2. The City Council may approve a Single-Family Overlay District for the boundaries of original subdivisions, or multiple contiguous phases of original subdivisions that apply jointly.
3. An application for a Single-Family Overlay District may be accepted by the City for review once a petition is signed by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly.

D. Districts.

1. Restricted Occupancy Overlay District (ROO).

a. Purpose.

The Restricted Occupancy Overlay District (ROO) is intended to provide subdivision-specific occupancy regulations in single-family neighborhoods. ROO is intended to preserve the single-family character of residential neighborhoods.

b. Applicability.

The regulations of the ROO apply to each individual single-family dwelling and accessory living quarter within the district.

c. General Provisions.

- 1) The standards set forward in a ROO must be based on findings of the Petition Committee.
- 2) The Petition Committee shall consist of property owners of platted single-family development from the original subdivision. In the circumstance where multiple contiguous phases of original subdivisions are applying jointly, the Petition Committee shall consist of one property owner from each phase included in the application.

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- 3) To be eligible to apply for a ROO, improvements must exist on at least 51 percent of the platted single-family lots in the original subdivision.

d. **Standards.**

Occupancy of either, a detached single-family dwelling or accessory living quarter, shall not exceed two unrelated persons per single-family dwelling or accessory living quarter. Related persons are specified in Section 11.2 "Defined Terms" in the definition of "Family." Accessory living quarter requirements are further specified in Section 6.5 "Accessory Uses" within the standards for "Living Quarters."

e. **Legacy Clause.**

- 1) Occupancy levels in individual single-family dwellings and accessory living quarters within an original subdivision, existing at the time a ROO is adopted, are permitted to continue, not to exceed a maximum of four unrelated persons for single-family dwellings and two unrelated persons for accessory living quarters, and shall be considered a nonconforming use. The provisions of Section 9.2 "Nonconforming Uses" shall apply, with the exception of Section 9.2.A.1. "Expansion."
- 2) The structure containing the nonconforming use may be enlarged or expanded up to a maximum of ten (10) percent of the heated square footage of the structure existing at the time the ROO was adopted.
- 3) Enlargement or expansion of the structure containing the nonconforming use beyond ten (10) percent and up to a maximum of twenty-five (25) percent of the heated square footage of the structure existing at the time the ROO was adopted shall require approval of the Zoning Board of Adjustment. The Zoning Board of Adjustment may authorize such an enlargement or expansion based on the following criteria:
 - a) That granting the enlargement or expansion will ensure the same general level of land use compatibility as the otherwise applicable standards;
 - b) That granting the enlargement or expansion will not materially or adversely affect adjacent land uses or the physical character of uses in the immediate vicinity of the nonconforming use; and
 - c) That granting the enlargement or expansion will be generally consistent with the purposes and intent of this UDO.
- 4) The structure containing the nonconforming use may be structurally altered or renovated, up to a maximum of fifty (50) percent of the heated square footage of the structure existing at the time the ROO was adopted, provided that the structural alteration or renovation does not enlarge or expand the structure.
- 5) Structurally altering or renovating the structure containing the nonconforming use beyond fifty (50) percent of the heated square footage of the structure existing at the time the ROO was adopted shall require approval of the Zoning Board of Adjustment. The Zoning Board of Adjustment may authorize such structural alterations or renovations based on the following criteria:
 - a) That granting the structural alternation or renovation will ensure the same general level of land use compatibility as the otherwise applicable standards;
 - b) That granting the structural alternation or renovation will not materially or adversely affect adjacent land uses or the physical character of uses in the immediate vicinity of the nonconforming use; and

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- c) That granting the structural alternation or renovation will be generally consistent with the purposes and intent of this UDO.
 - 6) The use shall come into compliance with the ROO standards at such time that any of the following occur:
 - a) The single-family dwelling or accessory living quarter is demolished;
 - b) The subdivision of land occurs creating an additional lot or building plot;
 - c) The nonconforming use changes or occupancy increases. Decreases in the nonconforming use occupancy levels below four unrelated persons shall not be an indication of abandonment as specified in Section 9.2.C. "Abandonment", or cause a loss of the legal nonconforming use status;
 - d) The structure containing the nonconforming use is enlarged, expanded, structurally altered or renovated beyond the standards provided in Section 5.11 D.1.e.2 through 5.11 D.1.e.5.; or
 - e) The termination of registration with the City's Rental Registration program.

2. **Neighborhood Conservation Overlay Districts (NCO).**

a. **Purpose.**

The Neighborhood Conservation Overlay District (NCO) is intended to protect and preserve established single-family neighborhoods through a district that is focused on the specific needs of the neighborhood. The NCO is intended to provide additional standards to demolitions, new construction, additions, and redevelopment to promote development that is compatible with the existing character of the neighborhood. NCO districts are based on in-depth study of the existing neighborhood conditions, and should be used to protect unique assets and qualities of the neighborhood. NCO districts may be used for neighborhoods that offer a distinct character that its residents and the City wish to preserve and protect.

b. **Applicability.**

The regulations of the Neighborhood Conservation Overlay apply to all single-family and accessory structures within the district.

c. **General Provisions.**

- 1) The standards set forward in a Neighborhood Conservation Overlay must be based on findings of the Petition Committee.
- 2) The petition committee may consist of property owners of platted single-family development from the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly.
- 3) Neighborhood Conservation Overlay districts may not apply to neighborhoods originally platted in the last ten (10) years from the date of application submittal.

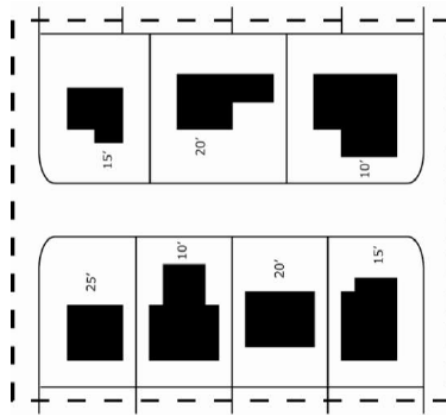
d. **Options for Inclusion.**

In applying for a Neighborhood Conservation District Overlay, the following items may be included as standards in the overlay. All single-family development within the district shall be subject to the standards set forth in the rezoning ordinance.

- 1) Minimum Front Setback.

If minimum front setback is selected for inclusion, the Petition Committee may select one (1) of the following methods of determining minimum front setback based on research of the subject neighborhood:

- a) Contextual front setbacks as provided for in Required Yards (Setbacks) section of this UDO; or
- b) Contextual front setbacks as provided for in the General Provisions of this Single-Family Overlay Districts section of the UDO; or
- c) Fixed front setback. A fixed front setback may be established, however, it may not be less than the setback of underlying zoning or more than the existing median front yard setback of structures in the district.



2) **Minimum Side Street Setback.**

If minimum side street setback is selected for inclusion, the Petition Committee may select one (1) of the following methods of determining minimum side street setback based on research of the subject neighborhood:

- a) Contextual side street setbacks as provided for in Section 5.2 Residential Dimensional Standards; or
- b) Fixed side street setback. A fixed side street setback may be established, however, it may not be less than the side setback of underlying zoning or more than the existing median side street setback of structures in the district.

3) **Minimum Lot Size (Area, Width, and Depth).**

If minimum lot size is selected for inclusion, the Petition Committee may select one (1) of the following methods of determining the minimum size of new lots based on research of the subject neighborhood:

- a) Lot size (area and width) as provided for in the Platting and Replatting in Older Residential Neighborhoods subsection in Article 8, Subdivision Design and Improvements; or
- b) Contextual lot size as provided for in Section 5.2 Residential Dimensional Standards; or
- c) Fixed lot size. A fixed lot size may be established, however, it may not be less than the lot size required of underlying zoning or more than the existing median size of building plots in the district.

4) **Maximum Building Height.**

If maximum building height is selected for inclusion, the Petition Committee may select one (1) of the following methods of determining maximum building height based on the research of the subject neighborhood:

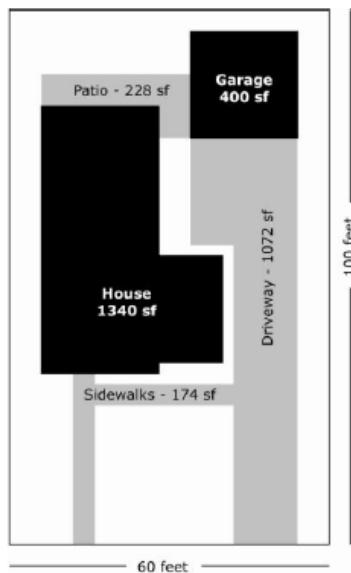
- a) Contextual building height as provided for in Section 5.2 Residential Dimensional Standards; or
- b) Fixed building height. A fixed building height may be established, however, it may not be more than the maximum height allowed in the underlying zoning district or less than the median height of all residential structures in the district.

5) **Tree Preservation.**

If tree preservation is selected for inclusion, the Petition Committee may choose to preserve any existing tree with a minimum of eight-inches in caliper or greater. Preserved trees must be in good form and condition and reasonably free of damage by insects and/or disease, and located outside the buildable area. Any preserved tree(s) must be barricaded and preserved during demolition and/or construction. A barricade detail must be provided on the site plan. Trees must be barricaded with a one (1) foot per caliper inch radius measured from the tree trunk. Barricades must be in place prior to any development activity on the property including, but not limited to, grading and equipment on site. Choosing this option allows the Petition Committee to exclude specific tree species from preservation requirements.

6) **Landscape Maintenance.**

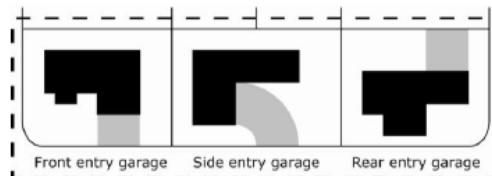
If landscape maintenance is selected for inclusion, any existing canopy and non-canopy trees in good form and condition and reasonably free of damage by insects and/or disease located within the buildable area removed during construction must be replaced on site caliper for caliper, or as determined by the Administrator.



7) **Maximum Impervious Surface.**

If maximum impervious surface is selected for inclusion, maximum impervious surface may be limited to any number between the calculated neighborhood median and the maximum, as allowed by the UDO.

Impervious surface includes, but is not limited to, buildings, sidewalks, drives, all-weather surfaces, parking, rooftops, patios, decking, masonry, stone, and other alternative pavements. Alternative materials used for landscaping purposes in non-load bearing areas, and the water surface area within the walls of pools are not considered impervious surfaces. An area of gapped decking shall be calculated as fifty percent (50%) of the proposed decked area for the purpose of impervious cover.



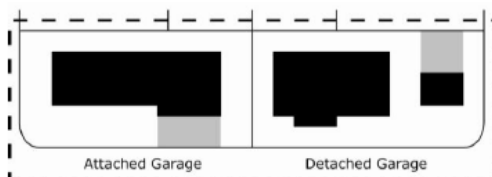
8) **Garage.**

A. **Garage Access.**

If garage access is selected for inclusion, the Petition Committee may choose one (1) of the following methods of garage access based on the most frequent method of garage access within the subject neighborhood:

- a) Front entry; or
- b) Side entry; or
- c) Rear entry.

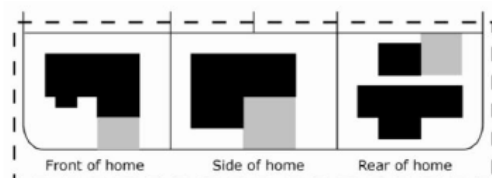
B. **Garage Connection.**



If garage connection is selected for inclusion, the Petition Committee may select one (1) of the following garage connection types based on the most frequent method of garage connection within the subject neighborhood:

- a) Attached to the single-family structure; or
- b) Detached from the single-family structure.

C. **Garage Location.**



If garage location is selected for inclusion, the Petition Committee may select one (1) of the following garage locations based on the most frequent location of garages in relation to the primary single-family structure within the subject neighborhood:

- a) In front of the single-family structure; or
- b) To the side of the single-family structure; or
- c) To the rear of the single-family structure.

D. Garage Size.

If garage size is selected for inclusion, the Petition Committee may set a minimum garage size of one (1), two (2), or three (3) car garage per residential unit based on the most frequently occurring garage size within the subject neighborhood.

E. Garage Requirement.

If garage requirement is selected for inclusion, the Petition Committee may require that a garage be required on properties within the subject neighborhood.

9) Off-Street Parking.

If off-street parking is selected for inclusion, the Petition Committee may choose one (1) or more of the following off-street parking options within the subject neighborhood, however, it may only be included if including maximum lot coverage, garage access, connection, or location.

- a) Set a minimum off-street parking standard of three (3) spaces per residential unit;
- b) Set a maximum number of off street parking spaces;
- c) Set a maximum parking area and location per yard;
- d) Set a required driveway width between 12 and 25 feet.

10) Building Materials.

If Building Materials is selected for inclusion, the Petition Committee may select required building materials and set a minimum percentage for the use of those materials for façades facing a right-of-way. Required materials may only include types of building materials used in the subject neighborhood. The rezoning petition should include a listing of all types of materials used in the district as well as the median percentage on building façades facing a right-of-way. The percentage of use of a required material may only be placed on façades facing a right-of-way and may not exceed the median existing percentage of the materials on building façades facing a right-of-way.

11) Fencing.

If Fencing is selected for inclusion, the Petition Committee may select required materials and maximum height.

(Ord. No. 2012-3449 , Pt. 1(Exh. M), 9-27-2012; Ord. No. 2012-3450 , Pt. 1(Exh. C), 9-27-2012; Ord. No. 2013-3471 , Pt. 1(Exh. C), 1-10-2013; Ord. No. 2020-4161 , § 1(Exh. C), 3-9-2020; Ord. No. 2021-4259 , Pt. 1(Exh. D), 4-19-2021)

October 27, 2022
Item No. 9.5.
UDO Amendment – Sidewalks

Sponsor: Jason Schubert

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption:Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Article 8 “Subdivision Design and Improvements,” Section 8.3.K “Sidewalks,” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to sidewalk zones and sidewalk requirements.

Relationship to Strategic Goals:

- Financial Stability
- Improving Mobility

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board heard this item at their September 19, 2022 meeting and voted unanimously (6-0) to recommend approval. The Planning and Zoning Commission heard this item at their October 6, 2022 meeting where they voted unanimously (6-0) to recommend approval. Staff also recommends approval of the ordinance amendment.

Summary: The main purpose of the proposed amendment is to reduce the number of the sidewalk zones established for fee in lieu of construction in a similar manner as was done with the parkland dedication zones in June 2022. The amendment has been identified on the Planning & Development Services Plan of Work and anticipated to be completed in FY22.

The option to allow a fee in lieu of sidewalk construction was created within the Subdivision Regulations of the UDO in 2012. The purpose was to allow funds to be contributed in lieu of sidewalk or multi-use path construction otherwise required during platting or replatting of property. Fee in lieu of construction can only be utilized if the circumstance meets one of the qualifying criteria and is approved by City staff. Prior to the creation of the fee in lieu provisions, applicants requested and received waivers to not construct sidewalks. Many of those were circumstances in which constructing a sidewalk at that time and place may have not been desirable though would still have been intended in the long-term. As the number of times a sidewalk is required, meets one of the qualifying criteria, and is not desired to be constructed by the applicant is not frequent, there have been only 18 plat applications over 10 years that fee in lieu has been requested and completed. With 15 zones in effect, this has resulted in smaller amount of funds in the zone accounts, making it more challenging to implement projects. For reference, a table has been attached that provides the fund balance for each of the zones and how much has been contributed and expended.

The changes proposed by the amendment can be summarized into the following six items:

- Sidewalk Zones – The number of sidewalk zones is proposed to be reduced from 15 to 4 (see attached maps). The proposed zone boundaries match those of the parkland dedication zones adopted by City Council in June 2022. While public sidewalks are not permitted by Brazos

County outside the City limits, the sidewalk zones cover the City's extra-territorial jurisdiction (ETJ) so if annexations occur in the future those areas would already be covered by a zone.

- Utilization of Fee – The time allowed for the fee to be utilized by the City before it is eligible for refund is proposed to be increased 7 years to 10 years as done with parkland dedication fees.
- Appeals – An appeals section is proposed to allow an applicant to appeal City staff's interpretation of the applicability of the required sidewalks or multi-use path, eligibility and/or approval to utilize fee in lieu of construction, or calculation of the fee in lieu amount.
- Fee In Lieu Requirement – Currently an applicant has the discretion to request fee in lieu if meeting one of the criteria, or to construct the required sidewalk. As there are circumstances in which sidewalk construction may not be desired at that time, the amendment allows City staff to require fee in lieu be utilized instead of construction.
- Rural Areas – The ordinance currently does not require sidewalks along any street identified within a Rural Context Zone as shown on the Thoroughfare Plan map. The proposed ordinance would require sidewalks on both sides of Major Arterial and Minor Arterial roadways (4 and 6 lane roads) and on one side of Major Collectors and Minor Collectors in these Rural Context areas. This amendment reestablishes the requirement for sidewalks along thoroughfares in all areas of the City.
- Clarifications – Several sections of the ordinance language have been revised to simplify and provide more consistency.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Changes
3. Sidewalk Zone Funds Table

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 8, “SUBDIVISION DESIGN AND IMPROVEMENTS,” SECTION 8.3.K, “SIDEWALKS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO SIDEWALK ZONES AND OTHER SIDEWALK REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.3.K, “Sidewalks,” 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 27th day of October, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.3.K, “Sidewalks,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

K. Sidewalks.**1. Policy.**

Sidewalks should be located and constructed so as to provide a safe and effective means of transportation for non-vehicular traffic.

2. Required Sidewalks.

- a. Sidewalks shall be required on both sides of all streets except as identified below or as provided elsewhere in this UDO.
- b. Where a multi-use path is shown along a street on the Bicycle, Pedestrian, and Greenways Master Plan, the sidewalk may be incorporated as part of the multi-use path.

3. Sidewalk Exceptions.

Sidewalks are not required:

- a. Around the bulb of a cul-de-sac unless an Access Way is provided through the cul-de-sac;
- b. Along a street classified on the Thoroughfare Plan as a freeway/expressway, unless a sidewalk or multi-use path has been identified on the Bicycle, Pedestrian, and Greenways Master Plan;
- c. Along one side of streets identified as a Major Collector or Minor Collector on the Thoroughfare Plan within a Rural Context Zone;
- d. Along new or existing local/residential streets within an estate lot subdivision with the street constructed to a rural section; or
- e. Along existing local/residential streets unless sidewalks have been identified in the Bicycle, Pedestrian, and Greenways Master Plan.

4. Standards.

Sidewalks shall be constructed in accordance with the *B/CS Unified Design Guidelines* and all applicable local, state, and federal requirements.

5. Timing of Construction.

Except as set forth below, all required sidewalks must be constructed concurrently with the street, or if the street is already constructed prior to acceptance of all public improvements.

a. Residential Subdivisions.

At the time of final plat application, the subdivider may opt to defer the construction of sidewalks on residential streets along single-family, duplex, or townhouse lots for up to one (1) year from approval of the final plat when the subdivider provides a bond or surety in accordance with Section 8.7 Construction, Guarantee of Performance, and Acceptance of Public Infrastructure. The subdivider shall provide a sidewalk plan with the final plat construction documents and installation of the sidewalks shall comply with this plan. Notwithstanding the foregoing, this provision does not allow the deferment of the construction of sidewalks along thoroughfares, sidewalk ramps at all street intersections, and sidewalks along residential streets that are not adjacent to a residential lot, such as along a common area, creek crossing, or park. Other pedestrian facilities such as Access Ways and multi-use paths shall be constructed at the same time as the public infrastructure of the plat.

b. Fee in Lieu of Construction.

1) Fee in Lieu.

Except for development located within the Northgate zoning districts, a developer may request to pay a fee in lieu of constructing the required sidewalk(s) or multi-use path upon approval by the Administrator as set forth below. The Administrator shall have final authority in determining what proportion of sidewalks or fee may be accepted in lieu of sidewalk construction.

2) Amount of Fee.

The amount of fee in lieu of sidewalk construction shall be a unit cost determined by the City Engineer based upon current estimated costs. The unit cost fee shall be kept on file in the Office of Planning and Development Services and made available to the public upon request. The unit cost fee calculation shall be reviewed at least annually by the City Engineer and adjusted as necessary.

3) Criteria to Allow Fee in Lieu.

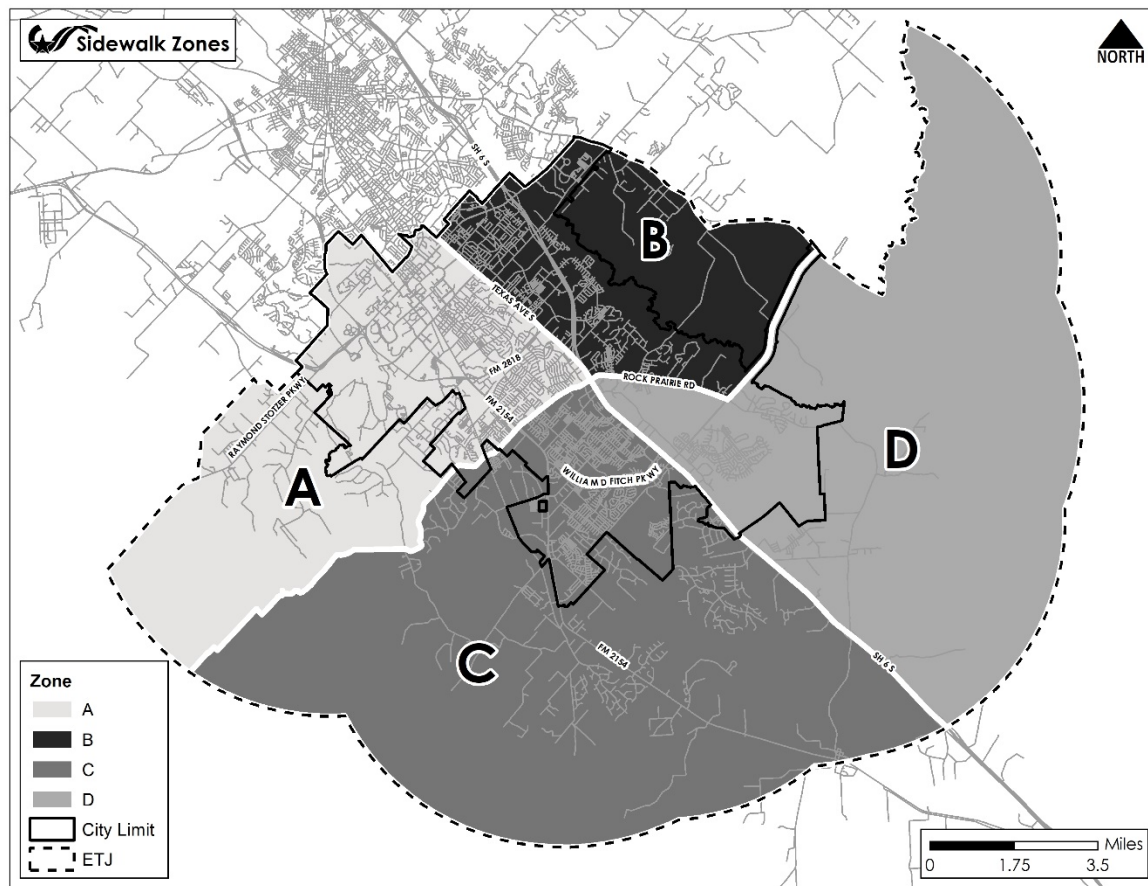
The Administrator may authorize or require a fee in lieu of sidewalk or multi-use path construction when it is determined that one (1) or more of the following conditions exists:

- (a) The presence of unique or unusual topographic, vegetative, or other natural conditions exist;
- (b) A capital improvement project is funded and forthcoming that will include construction of the required sidewalk or multi-use path.
- (c) Existing streets constructed to rural section that are not identified on the Thoroughfare Plan within a Rural Context Zone;
- (d) The proposed development is within an older residential subdivision meeting the criteria in Section 8.3.H.2 Platting and Replatting within Older Residential Subdivisions of this UDO; or

- (e) The proposed development contains frontage on a freeway/expressway as designated by the Thoroughfare Plan - Functional Classification & Context Class Map in the City's Comprehensive Plan.

4) **Use of Fee.**

The City Council hereby establishes sidewalk zones as show on the Sidewalk Zone Map below. Fees collected in lieu of sidewalk or multi-use path construction shall be expended in the same zone as the development or in adjacent zone in a scenario where the development occurs in close proximity to a zone boundary. Fees collected in lieu of sidewalk construction shall be used only for preliminary design, design, construction, reconstruction, surveying, or land acquisition costs associated with sidewalks, multi-use paths, and other non-vehicular ways.



Sidewalk

Zone

Map

5) **Reimbursement.**

The City may, from time-to-time, acquire land for sidewalks or make sidewalk improvements related to actual or potential development. If this occurs, the City may require subsequent sidewalk obligations to be a fee rather than

construction in order to reimburse the City for the cost associated with acquisitions or construction.

6) Fee Due.

Fees paid pursuant to this section shall be remitted to the City when the guarantee of construction of public improvements for the proposed development is due or upon commencement of construction, whichever occurs first.

7) Special Fund; Right to Refund.

All fees received by the City in lieu of sidewalk or multi-use path construction shall be deposited in a fund referenced to the sidewalk zone to which it relates. The City shall account for all fees in lieu of sidewalk construction paid under this section with reference to the individual development involved. Any fee paid for such purposes must be expended by the City within ten (10) years from the date received by the City. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum. The owners of such property must request a refund within one (1) year of entitlement, in writing, or such refund will be barred.

6. Appeals.

The property owner or applicant for new development may appeal the following decisions to the Administrator:

- (a) The applicability of required sidewalk or multi-use path construction;
- (b) The determination regarding eligibility for Fee in Lieu of Construction or requirement to utilize Fee in Lieu of Construction;
- (c) The amount of sidewalk or multi-use path required or fee in lieu amount due; and/or
- (d) The amount of the refund due, if any.

All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.

The burden of proof shall be on the appellant to demonstrate that the amount of the required construction, fee in lieu, or refund was not calculated according to the requirements of this ordinance.

The appellant may appeal the decision of the Administrator to the Planning & Zoning Commission. A notice of appeal must be filed by the applicant with the Administrator within 30 days following the Administrator's decision. The filing of the appeal shall not stay the requirement for construction or collection of the fee in lieu, as applicable. If the notice of appeal is accompanied by a payment equal to the fee due as calculated by the City, the development application shall be processed.

Sec. 8.3. General Requirements and Minimum Standards of Design for Subdivisions within the City Limits.

K. Sidewalks.

1. Policy.

Sidewalks should be located and constructed so as to provide a safe and effective means of transportation for non-vehicular traffic.

2. Required Sidewalks.

- a. Sidewalks shall be required on both sides of all streets except as ~~identified below~~follows or as provided elsewhere in this UDO.
- b. Where a multi-use path is shown along a street on the Bicycle, Pedestrian, and Greenways Master Plan, the sidewalk may be incorporated as part of the multi-use path.

3. Sidewalk Exceptions.

Sidewalks are not required:

- a. Around the bulb of a cul-de-sac unless an ~~a~~Access w~~ay~~ is provided through the cul-de-sac;
- b. Along a street classified on the ~~t~~T~~horoughfare p~~lan as a freeway/expressway, unless a sidewalk or multi-use path has been identified on the Bicycle, Pedestrian, and Greenways Master Plan;
- c. Along one side of streets identified as a Major Collector or Minor Collector on the ~~t~~T~~horoughfare p~~lan ~~with an estate/within a r~~Rural e~~Context Zone;~~
- d. Along new or existing local/residential streets within an estate lot ~~Rural Residential~~ subdivision with the street constructed to ~~the~~a rural section; or
- e. Along existing local/residential streets unless sidewalks have been identified in the Bicycle, Pedestrian, and Greenways Master Plan ~~or in the applicable neighborhood, district, or corridor plan.~~

4. Standards.

Sidewalks shall be constructed in accordance with ~~the following criteria:~~

- ~~a. —T~~he B/CS Unified Design Guidelines and all applicable local, state, and federal requirements;~~;~~
- ~~b. —Consistent with the minimum standards necessary to meet the projected non-vehicular traffic demand in the area;~~
- ~~c. —Sidewalks shall maintain a minimum clear width as set forth in the B/CS Unified Design Guidelines; and~~
- ~~d. —All sidewalks shall terminate into streets or driveways with ambulatory ramps.~~

5. Timing of Construction.

Except as set forth below, all required sidewalks must be constructed concurrently with the street, or if the street is already constructed prior to acceptance of all public improvements.

a. Residential Subdivisions.

At the time of final plat application, the subdivider may opt to defer the construction of sidewalks on residential streets along single-family, duplex, or townhouse lots for up to one (1) year from approval of the final plat when the subdivider provides a bond or surety in accordance

with Section 8.7 Construction, Guarantee of Performance, and Acceptance of Public Infrastructure. The subdivider shall provide a sidewalk plan with the final plat construction documents and installation of the sidewalks shall comply with this plan. Notwithstanding the foregoing, this provision does not allow the deferment of the construction of sidewalks along thoroughfares, sidewalk ramps at all street intersections, and sidewalks along residential streets that are not adjacent to a residential lot, such as along a common area, creek crossing, or park. Other pedestrian facilities such as ~~a~~Access ~~w~~Ways and multi-use paths shall be constructed at the same time as the public infrastructure of the plat.

b. **Fee in Lieu of Construction.**

1) **Fee in Lieu.**

Except for development located within the Northgate zoning districts, a developer may request to pay a fee in lieu of constructing the required sidewalk(s) or multi-use path upon approval by the Administrator as set forth below. The Administrator shall have final authority in determining what proportion of sidewalks or fee may be accepted in lieu of sidewalk construction.

2) **Amount of Fee.**

The amount of fee in lieu of sidewalk construction shall be a unit cost determined by the City Engineer based upon current estimated costs. The unit cost fee shall be kept on file in the Office of Planning and Development Services and made available to the public upon request. The unit cost fee calculation shall be reviewed at least annually by the City Engineer and adjusted as necessary.

3) **Criteria to Allow Fee in Lieu.**

The Administrator may authorize or require a fee in lieu of sidewalk or multi-use path construction when it is determined that one (1) or more of the following conditions exists:

- ~~(a) — An alternative pedestrian way or multi-use path has been or will be provided;~~
- ~~(b)~~ (a) The presence of unique or unusual topographic, vegetative, or other natural conditions exist ~~so that strict adherence to the sidewalk requirements contained herein is not physically feasible or is not in keeping with the purposes and goals of this UDO or the City's Comprehensive Plan;~~
- ~~(e)~~ (b) A capital improvement project is ~~imminent~~funded -and forthcoming that will include construction of the required sidewalk or multi-use path. ~~Imminent shall mean the project is funded or projected to commence within twelve (12) months;~~
- ~~(e)~~ (c) Existing streets constructed to rural section that are not identified on the Thoroughfare Plan ~~with an Estate/within a Rural e~~Context Zone;
- ~~(e) — When a sidewalk is required along a street where a multi-use path is shown on the Bicycle, Pedestrian, Greenways Master Plan;~~
- ~~(f)~~ (d) The proposed development is within an older residential subdivision meeting the criteria in Section 8.3.H.2 Platting and Replatting within Older Residential Subdivisions of this UDO; or
- ~~(g)~~ (e) The proposed development contains frontage on a freeway/expressway as designated by ~~Map 6-6, the~~ Thoroughfare Plan - Functional Classification & Context Class Map in the City's Comprehensive Plan.

4) **Use of Fee.**

The City Council hereby establishes sidewalk zones as show on the Sidewalk Zone Map below in the map attached as Figure 1 of this section and which map shall be kept in the Office of Planning and Development Services and made available to the public upon request. Fees collected in lieu of sidewalk or multi-use path construction shall be expended in the sidewalksame zone as the development or in adjacent zone in a scenario where the development occurs in close proximity to a zone boundarywithin which the proposed development is located. Fees collected in lieu of sidewalk construction shall be used only for preliminary design, design, construction, reconstruction, surveying, or land acquisition costs associated with sidewalks, multi-use paths, and other non-vehicular ways.

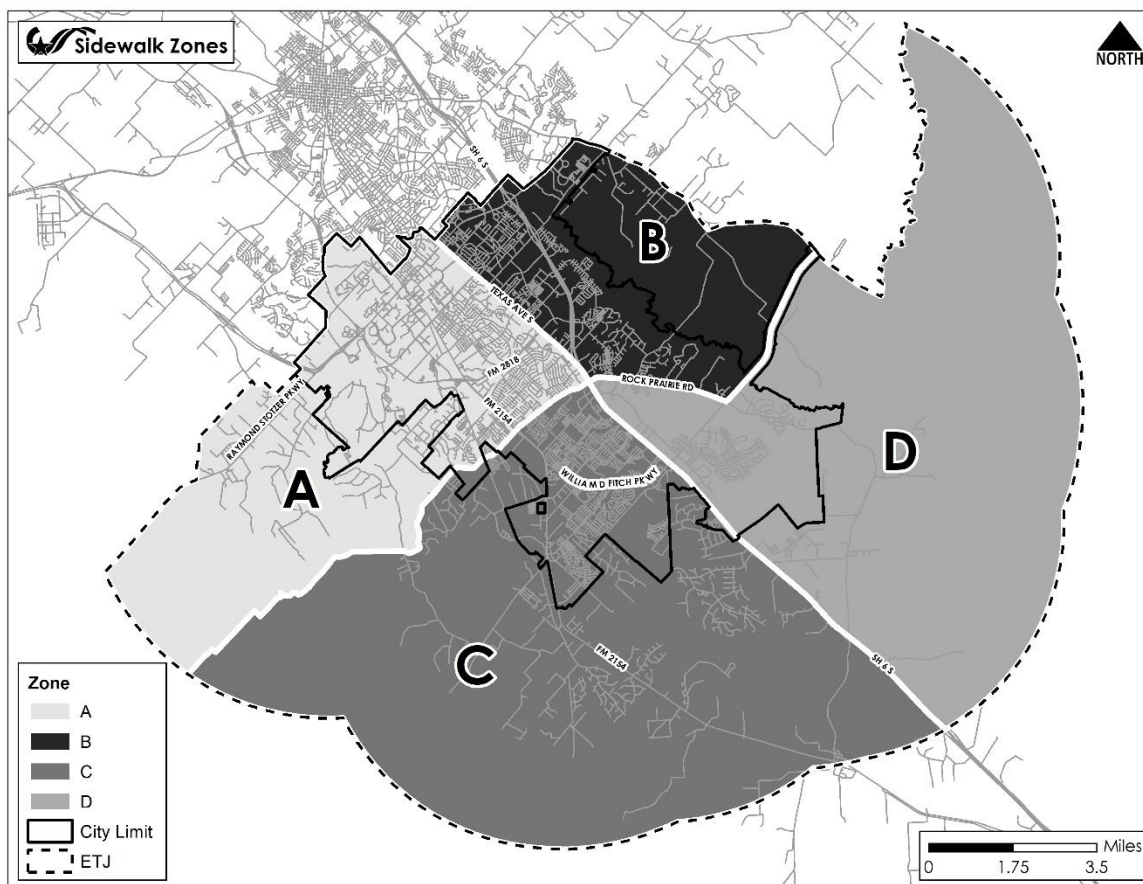
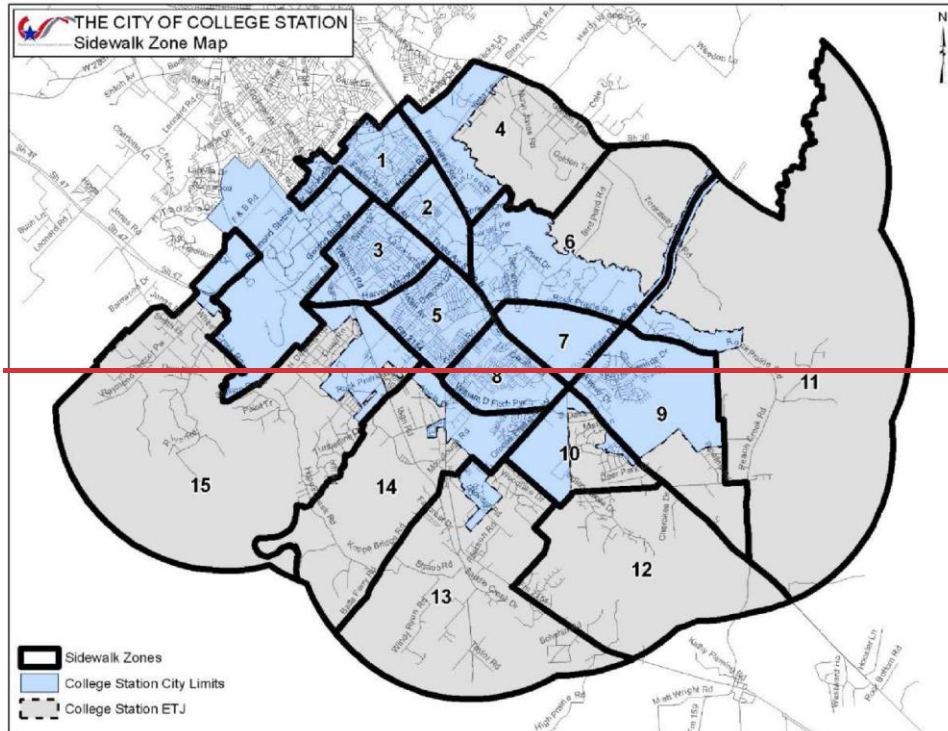


Figure 1 - Sidewalk Zone Map

5) Reimbursement.

The City may, from time-to-time, acquire land for sidewalks or make sidewalk improvements related to actual or potential development. If this occurs, the City may require subsequent sidewalk obligations to be a fee rather than construction in order to reimburse the City for the cost associated with acquisitions or construction.

6) Fee Due.

Fees paid pursuant to this section shall be remitted to the City when the guarantee of construction of public improvements for the proposed development is due or upon commencement of construction, whichever occurs first.

7) Special Fund; Right to Refund.

All fees received by the City in lieu of sidewalk or multi-use path construction shall be deposited in a fund referenced to the sidewalk zone to which it relates. The City shall account for all fees in lieu of sidewalk construction paid under this section with reference to the individual development involved. Any fee paid for such purposes must be expended by the City within ~~seven-ten~~ (7-10) years from the date received by the City. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum. The owners of such property must request a refund within one (1) year of entitlement, in writing, or such refund will be barred.

6. Appeals.

The property owner or applicant for new development may appeal the following decisions to the Administrator:

- (a) The applicability of required sidewalk or multi-use path construction;
- (b) The determination regarding eligibility for Fee in Lieu of Construction or requirement to utilize Fee in Lieu of Construction;
- (c) The amount of sidewalk or multi-use path required or fee in lieu amount due; and/or
- (d) The amount of the refund due, if any.

All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.

The burden of proof shall be on the appellant to demonstrate that the amount of the required construction, fee in lieu, or refund was not calculated according to the requirements of this ordinance.

The appellant may appeal the decision of the Administrator to the Planning & Zoning Commission. A notice of appeal must be filed by the applicant with the Administrator within 30 days following the Administrator's decision. The filing of the appeal shall not stay the requirement for construction or collection of the fee in lieu, as applicable. If the notice of appeal is accompanied by a payment equal to the fee due as calculated by the City, the development application shall be processed.

Summary of Sidewalk Zone Fund Balances*

Sidewalk Zone	Total Revenues	Total Expenditures	Fund Balance
1	\$10,243.21	\$10,241.00	\$2.21
2	\$7,279.55	\$570.96	\$6,708.59
3	\$12,763.73	\$12,763.52	\$0.21
4	\$0.00	\$0.00	\$0.00
5	\$31,277.00	\$31,277.00	\$0.00
6	\$36,226.17	\$2,838.96	\$33,387.21
7	\$0.00	\$0.00	\$0.00
8	\$7,380.03	\$7,373.04	\$6.99
9	\$20,891.16	\$1,701.00	\$19,190.16
10	\$1,838.81	\$0.00	1,838,81
11	\$0.00	\$0.00	\$0.00
12	\$0.00	\$0.00	\$0.00
13	\$48,338.56	\$39,178.00	\$9,160.56
14	\$29,645.00	\$2,324.04	\$27,320.96
15	<u>\$86,428.43</u>	<u>\$21,804.00</u>	<u>\$64,624.43</u>
Total	\$292,311.65	\$130,071.52	\$162,240.13

*as of 9/6/2022

October 27, 2022

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, 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