



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

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

Meeting ID: 287 987 474 175 | Passcode: gZw5cS

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

July 10, 2025

4:00 PM

City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

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

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

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

- a. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- b. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- c. Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.

2.2. 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. Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session

discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

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

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

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

Speaker Protocol

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

5. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation of a proclamation recognizing July 10, 2025 as "Texas Crime Prevention Association Day."

Sponsors: Jeremiah Cook

Attachments: 1. 25 Texas Crime Prevention Association Day

- 5.2. Presentation proclaiming the week of July 13-19, 2025 as "Aggie Real Estate Network Week."

Sponsors: Jeremiah Cook

Attachments: 1. 25 Aggie Real Estate Network Week

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

Sponsors: Kelsey Heiden

Attachments: 1. 25 Park and Recreation Month

- 5.4. Presentation of a proclamation celebrating the 25th Anniversary of the Brazos Valley Veterans Memorial.

Sponsors: Tanya Smith

Attachments: 1. BVVM 25th Anniversary BVVM Day Proclamation

6. Hear Visitors.

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

7. Consent Agenda.

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

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

- June 26, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM062625 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a professional services contract amendment with The Arkitex Studio, Inc., not-to-exceed \$150,060 for additional design services for the Texas Independence Park at Midtown Project.

Sponsors: Jennifer Cain

Attachments: 1. TIP Design Amendment 1

7.3. Presentation, discussion, and possible action on a contract for crossing guard services with All City Management Services, Inc, not to exceed \$141,147.90.

Sponsors: Rodney Sigler

Attachments: 1. Crossing Guard Contract

7.4. Presentation, discussion, and possible action on approval of a real estate contract for the purchase of a public utility, public access, and landscape easement for \$106,455 from CS MF24 I, LLC for the Marion Pugh Rehab Project.

Sponsors: Brett Cast

Attachments: 1. Marion Pugh Rehab Project Limits
2. Marion Pugh CS MF24 I, LLC Contract
3. Marion Pugh Appraisal_CS MF24 I LLC Tract

7.5. Presentation, discussion, and possible action on approval of a real estate contract for the purchase of a public utility, public access, and landscape easement for \$104,606 from College Station Treehouse, Ltd. for the Marion Pugh Rehab Project.

Sponsors: Brett Cast

Attachments: 1. Marion Pugh Rehab Project Limits
2. Marion Pugh - College Station Treehouse, Ltd Contract
3. Marion Pugh - Appraisal_College Station Treehouse, Ltd_02.05.2025

7.6. Presentation, discussion, and possible action regarding the City's Indefinite Delivery/Indefinite Quantity (IDIQ) for real estate services.

Sponsors: Brett Cast

Attachments: None

7.7. Presentation, discussion, and possible action regarding a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not exceed \$14,500,000 for road improvements.

Sponsors: Jeff Kersten

Attachments: 1. 2025 Bonds - City Resolution Approving Bonds 1
2. Exhibit A - 2025 Bonds - Bond Resolution 1
3. BCMUD 1 - Series 2025 - No Growth Cash Flow (06.11.25)
4. Brazos County MUD 1 POS - (6.10.25)
5. Brazos County MUD 1 - Preliminary Timetable (06.11.25)
6. BCMUD 1 - Bond Application No. 3 - Projected Debt Service Schedule (06.11.25)

- 7.8. Presentation, discussion, and possible action regarding approval of a resolution accepting \$500,000 in Community Development Block Grant Mitigation funding from the Texas General Land Office and distributed through the Brazos Valley Council of Governments and committing General Funds in the amount of \$8,175 and Community Development Block Grant Entitlement in the amount of \$69,063.22 funds.

Sponsors: Anthony Armstrong

Attachments: 1. CDBG-MIT Resolution 7.10.25

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action on the FY 2025-2026 Proposed Budget Outside Agency requests.

Sponsors: Mary Ellen Leonard

Attachments: None

- 8.2. Presentation, discussion, and possible action regarding a neighborhood parking update.

Sponsors: Jennifer Prochazka

Attachments: None

- 8.3. Presentation, discussion, and possible action regarding the Greater Northgate Small Area Plan Engagement Report.

Sponsors: Anthony Armstrong

Attachments: 1. Greater Northgate Small Area Plan Engagement Report

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding a Development Agreement with Brazos Valley TDC, LLC for 49.5 acres located on the east side of Arrington Road in the City's extraterritorial jurisdiction.

Sponsors: Jennifer Prochazka

Attachments: 1. Aerial Photo
2. BV TDC Dev Agreement - signed

- 9.2. Public Hearing, presentation, discussion, and possible action regarding the 2025-2029 Consolidated Plan, FY 2026 Annual Action Plan and FY 2026 Community Development Budget.

Sponsors: David Brower

Attachments: 1. FY 2025 Proposed Community Development Budget
2. FY 2025 Plan Development Process Summary
3. FY 2025 CDBG Public Service Funding
4. 2025-2029 Community Development Goals
5. 2025 Income Limits
6. Map of LMI Areas 2025
7. Community Development Project Descriptions

10. Items of Community Interest and Council Calendar.

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

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

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

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

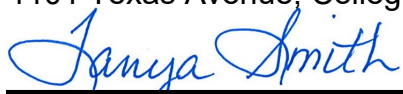
12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on July 3, 2025, 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 Sección 30.07 del código penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capítulo H, Capítulo 411, Código de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre.”

July 10, 2025
Item No. 5.1.
Texas Crime Prevention Association Day

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing July 10, 2025 as "Texas Crime Prevention Association Day."

Relationship to Strategic Goals:
N/A

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. 25 Texas Crime Prevention Association Day



Proclamation

WHEREAS, the Texas Crime Prevention Association (TCPA) is a 501(c)(3) nonprofit organization comprised of dedicated citizens, security professionals, and law enforcement officers from across Texas; and

WHEREAS, TCPA's efforts significantly contribute to safer neighborhoods, stronger partnerships between law enforcement and communities, and a proactive approach to crime prevention throughout Texas; and

WHEREAS, TCPA is recognized as a premier training organization, providing excellence in crime prevention education, especially through Crime Prevention Through Environmental Design (CPTED) strategies, which shape safer communities; and

WHEREAS, TCPA training is evidence-based and open to law enforcement, security professionals, and civilians, demonstrating the organization's commitment to inclusivity and community engagement in public safety; and

WHEREAS, the TCPA's Crime Prevention Specialists Certification requires rigorous coursework and the successful completion of a comprehensive exam; and

WHEREAS, the Texas Crime Prevention Association will host its 50th Annual Conference in the City of College Station from July 21–24, 2025, drawing public safety professionals and community leaders from across Texas to collaborate, share best practices, and explore innovations aligned with College Station's goals of proactive public safety, thoughtful urban planning, and community-centered engagement; and

WHEREAS, hosting this milestone event reflects the City of College Station's dedication to fostering partnerships that enhance quality of life, support first responders, and promote forward-thinking strategies to keep our neighborhoods safe and thriving.

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station, do hereby recognize July 10, 2025, as

Texas Crime Prevention Association Day

in College Station and encourage all citizens to recognize and support the ongoing work of TCPA in promoting public safety, education, and community engagement throughout our city and Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of College Station to be affixed this July 10, 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

July 10, 2025
Item No. 5.2.
Aggie Real Estate Network Week

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the week of July 13-19, 2025 as "Aggie Real Estate Network Week."

Relationship to Strategic Goals:

N/A

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. 25 Aggie Real Estate Network Week



Proclamation

WHEREAS, the Aggie Real Estate Network (AREN) was established in the 1970s as a professional and social organization for alumni of the Master of Land Economics and Real Estate Program at Texas A&M University; and

WHEREAS, over the past fifty years, AREN has evolved into a premier platform offering continuing education seminars featuring esteemed leaders and experts in the real estate industry; and

WHEREAS, AREN has demonstrated a steadfast commitment to supporting future generations through the endowment of multiple scholarships and the mentoring of current students in the program; and

WHEREAS, AREN continues to expand its membership and influence, strengthening its role as a vital resource and advocate within the real estate profession; and

WHEREAS, the Aggie Real Estate Network will celebrate its 50th Annual Conference in the City of College Station from July 17–19, 2025, an expanded and momentous gathering in honor of this milestone anniversary and reflects College Station’s dedication to invest in the future of the real estate industry and prosperous economic development.

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station, do hereby proclaim July 13th – 19th, 2025, as

Aggie Real Estate Network Week

in College Station and encourage all citizens to recognize and support the continued efforts of the Aggie Real Estate Network (AREN) in advancing education through scholarships and mentorship, facilitating professional development through industry-leading seminars, and strengthening our community through its commitment to real estate excellence and civic engagement within our city and throughout the great State of Texas and beyond.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of College Station to be affixed this July 10, 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

July 10, 2025

Item No. 5.3.

Proclamation Recognizing July as Parks and Recreation Month

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing July as Parks and Recreation month.

Relationship to Strategic Goals:

Core Services & Infrastructure, Sustainably City

Recommendation(s):

Summary:

For nearly 40 years, the nation has celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation.

This year's Park and Recreation Month theme — "Where You Belong" — celebrates the many ways park and recreation services foster a sense of belonging by providing welcoming and inclusive programs, essential services for all ages and abilities, and safe, accessible spaces to build meaningful connection.

This July let's unite and share the many reasons why local parks and recreation truly embodies the essence of belonging. Together, we can demonstrate why these spaces are Where You Belong.

Budget & Financial Summary: N/A

Attachments:

1. 25 Park and Recreation Month



Proclamation

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of College Station; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, parks and recreation promote physical activity by offering facilities for popular sports, hiking trails, swimming pools, and various other activities that encourage active lifestyles, and serve as a primary provider of healthy meals, nutrition services, and educational programs; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are vital for our community's environmental well-being and serve as adaptable infrastructure, enhancing resilience against natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, and the City of College Station acknowledges the numerous benefits derived from parks and recreation resources.

NOW, THEREFORE BE IT RESOLVED, that I, John P. Nichols, as Mayor of the City of College Station that July is recognized as:

Park and Recreation Month

IN WITNESS THEREOF, I have hereunto set my hand and caused the SEAL of the City of College Station, Texas to be affixed this 10th day of July, 2025.



John P. Nichols
Mayor

Attest



Tanya Smith
City Secretary

July 10, 2025

Item No. 5.4.

25th Anniversary of the Brazos Valley Veterans Memorial

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation celebrating the 25th Anniversary of the Brazos Valley Veterans Memorial.

Relationship to Strategic Goals:

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. BVVM 25th Anniversary BVVM Day Proclamation

Proclamation

Offices of the Mayors and the County Judge

Whereas,

The Brazos Valley Veterans Memorial was officially recognized as a nonprofit organization on July 17, 2000, with a mission to construct a lasting tribute to all military veterans and to provide educational opportunities that remind us freedom comes with a heavy price; and

Whereas,

The Memorial is sustained by the dedication of an all-volunteer board and supported by the cities of Bryan and College Station, Brazos County, and countless generous community members and organizations; and

Whereas,

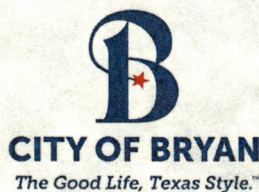
What began as 12 acres of undeveloped land has, over the past 25 years, become a powerful and informative place of remembrance — featuring the 250-ton Wall of Honor, 18 memorial sites, 24 life-sized bronze statues, and a pathway that tells the story of our nation's military history; and

Whereas,

The Wall of Honor now bears the names of more than 6,760 military veterans and continues to grow each year as residents add their loved ones to be honored during the annual Veterans Day ceremony.

Now Therefore,

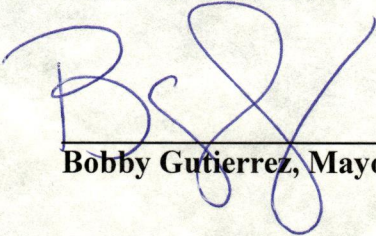
I, Bobby Gutierrez (Mayor of City of Bryan), I, Duane Peters (County Judge), and I, John P. Nichols (Mayor of City of College Station), do hereby proclaim July 17, 2025, a Brazos Valley Veterans Memorial Day, and encourage all residents to visit the Memorial from 5:30 p.m. – 7:30 p.m. for special open house tours in honor of its 25th Anniversary. Let this Memorial no longer be a hidden gem, but a place everyone in our community knows, visits, and treasures.



CITY OF BRYAN

BRAZOS COUNTY

CITY OF
COLLEGE STATION


Bobby Gutierrez, Mayor


Duane Peters, County Judge


John P. Nichols, Mayor

BY: CHUCK KONDERLA
COUNTY JUDGE PRO TEM

Proclaimed this 17th day of July, 2025

July 10, 2025
Item No. 7.1.
June 26th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• June 26, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM062625 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JUNE 26, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith, Mayor ProTem
William Wright
David White
Melissa McIlhaney
Bob Yancy
Scott Shafer

City Staff:

Jeff Kersten, Assistant City Manager
Jennifer Prochazka, Assistant City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on June 26, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and the College Station City Council convened into Executive Session at 4:00 p.m. on June 26, 2025, to continue discussing matters pertaining to:

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

- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas; and
- Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.
- Legal advice related to a Development Agreement for property located on the east side of Arrington Road in the City's extraterritorial jurisdiction.

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

- Council Self-Evaluation

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

Executive Session recessed at 6:00 p.m.

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

5. Hear Visitors Comments.

Shelby Behm, College Station, came before the Council to state that her hope for meaningful change in Midtown is slowly fading due to the lack of meaningful action. She feels that the process is bogged down in bureaucracy and more should be done to speed up the process.

Cheryl Wenck, College Station, came before the Council to bring attention to Bee Creek flooding and how changes in drainage have caused the problem to exacerbate. She is urging the council to act now and mitigate future flooding.

6. 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.

(6.2) and (6.7) were pulled for clarification.

(6.2) Peter Caler, Assistant Public Director, explained that earlier this year staff issued a Request for Proposal (RFP) for the City's mowing and landscape maintenance services. After closing the RFPs were divided into five (5) categories: 1) Facilities – city buildings and Northgate District 2) Electric – CSU electric substations and buildings 3) Water/Wastewater – CSU water and wastewater sites 4) Parks – including neighborhood parks and cemeteries 5) Finish mowing – primarily street right of way and medians. Six vendors responded and after scoring Incircle Management, Inc. was selected as the responsive proposal with a contract amount of \$1,079,050.42 with the next lowest bid being eleven percent more. The initial term of the contract is for one (1) year with the potential option to renew for four (4) additional one (1) year terms for a total of five (5) years and the City may terminate the contract at-will.

Mayor Nichols opened for Citizen Comments.

Tucker Gallagher, Franklin, addressed the Council noting his disappointment at not being selected to continue providing services and raised concerns about an out-of-town contractor servicing 189 city sites without a local presence. He also mentioned that the current maintenance schedule, which includes only 18 trips per year, may not be adequate during peak growing conditions and suggested that the Council consider increasing maintenance visits to align with local community standards.

Dan Riddle, College Station, has concerns that the company awarded this contract is based in DFW and has no local presence or employees and questioned the feasibility of the company meeting the city's requirements based on the scope of work. Additionally, he noted what he believes is a \$92,618 discrepancy between the listed bid price of \$986,432.42 and the contract amount \$1,079,050.42.

There being no further comments, Citizen Comments was closed.

Adam Falco, City Attorney, and Stephen Maldonado, Water Services Assistant Director, explained that regardless of the agreement (item 8.2) on the agenda later tonight the city still needs these wells to support the city's future water supply. The three wells aim to meet the daily water demand within city limits, especially during emergencies or peak summer use, and ensure we meet state requirements for pressure and velocity, enhancing our capacity and operational efficiency.

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

- **June 12, 2025 Council Meeting**

6.2. Presentation, discussion, and possible action on a contract award to Incircle Management, Inc. for City-wide landscape maintenance and mowing for an amount not-to-exceed \$1,079,050.42.

6.3. Presentation, discussion, and possible action on a change order to the design contract with Mitchell & Morgan, LLP for additional design work for the relocation of City utilities in advance of TxDOT's SH6 Widening Project, not-to-exceed \$466,279.

6.4. Presentation, discussion, and possible action on the second reading of a franchise agreement Ordinance No. 2025-4599 with Howdy Enterprises, LTD, for the collection of recyclables from commercial and multifamily locations.

6.5. Presentation, discussion, and possible action on approval of a contract amendment with McCord Engineering, Inc. due to project scope revisions and additional changes to the electric facilities' "cleared and conflicts" list related to TxDOT's Highway 6 Widening Project. This amendment will increase the contract by \$325,000 for a new not-to-exceed amount of \$1,025,000.

6.6. Presentation, discussion, and possible action to award an Annual Price Agreement for the rental of Heavy Equipment and Machinery for an amount not to exceed \$170,000 between Mustang Rental Service of Texas and United Rentals, Inc.

6.7. Presentation, discussion, and possible action on an amendment to a Construction Manager at Risk (CMAR) Contract with Garney Construction., Inc. accepting the Guaranteed Maximum Price Amendment No. 2 (GMP No. 2) of \$3,198,870.93 for the second early works package for Wells 10, 11, and 12 project, plus the City's contingency in the amount of \$319,887.10 for a total appropriation of \$3,518,758.03. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

6.8. Presentation, discussion, and possible action on a professional services contract with Stanley Consultants for an amount not-to-exceed \$400,000 for protection and controls engineering and emergency call-out services for substation emergencies.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember McIlhaney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda apart from item 6.2. The motion carried unanimously.

(6.2) MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted six (6) for and one (1) opposed, with Councilmember White voting against, to approve Consent Item 6.2, a contract award to Incircle Management, Inc. for City-wide landscape maintenance and mowing for an amount not-to-exceed \$1,079,050.42. The motion carried.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action relating to a summation of the City's legislative activities during the 89th legislative session.

Ross Brady, Assistant to the City Manager, introduced Jennifer Rodriguez, the city's legislative consultant, to provide an update on the 89th session of the Texas Legislature.

Jennifer Rodriguez, Attorney at Law, provided an update regarding the 2025 legislative session, highlighting legislation impacting City operations and management, bills likely to affect local governments, and ways in which the city can engage in the legislative process. She stated that the legislature convened on January 14th. Dustin Burrows, a Republican from Lubbock, was elected as the new Speaker of the House. The legislature set another record with the number of bills filed in 2025, surpassing the previous record set in 2023, and that the figures provided do not include the various resolutions filed. She believes that this trend will continue with advancements in technology, including the use of AI to draft bills. Historically, the legislature has passed about 14% of the bills filed regardless of the total number of bills, and that this percentage is consistent with past sessions. Issues such as land use, taxation, utilities, economic development, and elections were frequently addressed.

Key legislative items included:

- Impact Fees - SB 1883
- Lot Density - SB 15
- Anti-CS Annexation - SB 1509 (did not advance)
- "No More than Four" - SB 1567

Mrs. Rodriguez went on to explain that preemptive bills intended to build on and expand HB 2127 from 2023, referred to as the "Death Star" bill, failed to progress in the House. Additionally, HB 223 stipulates that procurement for lobbying, government relations, or similar services intended to influence state or federal lawmakers on behalf of a municipality is not exempt from competitive bidding or proposal requirements applicable to certain municipal expenditures. This provision takes effect on September 1, 2025, and applies only to contracts for procurement made on or after the effective date.

Additionally, Mrs. Rodriguez stated that Governor Abbott announced that a special session will begin on Monday, July 21st to reconsider several vetoed bills and those filed without signature. The most discussed issue is the veto of SB 3, which would have banned THC products. The governor prefers regulation over a full ban, while the lieutenant governor supports a total ban. Congressional redistricting, though rumored, was not included on the list from the governor's office. Details of the special session's scope will be specified in the forthcoming official proclamation. SB 1758 was filed without signature; the rest were vetoed.

7.2. Presentation, discussion, and possible action on a Wolf Pen Creek Master Plan.

Kelsey Heiden, Parks Director, presented an overview of the Wolf Pen Creek Master Plan, highlighting potential improvements and noting that attendance increased by 12% from 2023 to 2024. The plan includes updates for the park, amphitheater, festival site, and trails. Challenges such as flooding and silt deposition are addressed with a grant application for erosion control in partnership with Texas A&M. The plan aims to maintain the park's aesthetic, drawing inspiration from San Antonio's Pearl District and Aggie Park. Proposed improvements include:

- Amphitheatre-Style Seating
- Shade Addition
- Food Truck Areas
- Restroom Upgrades
- Water Feature or Splash Pad
- Gathering Space Pavilion
- Amphitheatre Entry Points

A third party has shown interest in partnering on programming and enhancements, aligning with proposals and potentially providing funding. A request for proposals from the public would be a requirement for this type of agreement.

A consensus of council requested staff to explore a combination of filling in the moat in front of the stage, different types of seating, shade and cover, greenroom and amphitheater improvements for guests and performers, and possible 3rd party partnerships with a request for proposal.

7.3. Presentation, discussion, and possible action related to the Capital Improvement Projects update.

Jennifer Cain, Capital Projects Director, stated there are about 90 active Capital Improvement Projects and provided an update on the following:

- Rock Prairie Road Widening: Phases 1-5 completed; Phase 6 to finish by late September 2025.
- Rock Prairie East Widening: 90% design and land acquisition in progress.
- Krenek Tap Rehabilitation: Reviewing final plans, preparing bid documents.
- Lincoln Avenue Rehab: Construction underway; several sections complete or in progress.
- New Water Wells (10, 11, 12): 75% design review; test well construction ongoing.
- McCulloch Utility Rehab: Most water and sewer lines installed; road patching underway.
- Bee Creek Phase 3: Manhole rehabilitation nearing completion.
- Bachmann Park Buildings: 85% complete; dugouts, seating, and paving in progress.
- Central Park Operations Shop: 70% complete.
- Lincoln Center Area Improvements: Phase 1 design 98% complete; Phase 2 design 90% complete.
- Thomas Park Improvements: In schematic design phase.
- Texas Independence Park: Design development ongoing.
- Ballfields at Veterans Park: Concept plan under review.
- Fire Station No.7: Utilities, sidewalks, and site clearing in progress.
- Foster Sidewalks: Near completion from Walton Dr. to Francis Dr.; in progress from Gilchrist Ave to George Bush Dr.

- Completed Bond Projects: Pickleball & Multi-Use Courts at Anderson Park, Bee Creek and Central Park Tennis Courts.

7.4. Presentation, discussion, and possible action related to a Parks and Recreation department annual update.

Kelsey Heiden, Parks Director, provided an annual update to the Parks and Recreation Department.

Rental Revenue (mostly tournaments): \$214,713		
Oct - Dec 2024	Jan - Sept 2025	Tourism Event Visitors
• 5 tournaments • 4 softball • 1 soccer • 1 marathon	• 20 tournaments • 4 soccer • 12 softball • 2 football • 2 with multiple sports	Oct - Dec 2024: 23,760 people Jan - Sept 2025: 101,560

Local Park Grant | Recreational Trails Grant

- Texas Independence Park at Midtown received \$287,997 for the west phase trails project.
- \$1.52 million from the state Sporting Goods Sales Tax was allocated for eligible trail projects.
- The Local Park Grant in January amounted to \$750,000.

Mrs. Heiden stated that College Station was certified as a Bird City by Texas Parks and Wildlife and Audubon Texas in January. Efforts that went towards earning the certification included community science birding, bird-friendly education programs, and Lights Out for Birds. Brison Park was named a Lone Star Legacy Park, recognized for its lasting significance to the local community and Texas. She went on to state that the department has participated in a system-wide condition assessment addressing aging infrastructure and for FY25, the parks and recreation department received a \$2.5 million budget for infrastructure improvements. A plan is in place to repair water fountains, resurface courts, and update four playgrounds in the first round of a two-year plan.

Other department updates include:

- Aquatic programs had 38,251 public swimming visitors, gave 1,581swim lessons, and introduced new programs for sensory swimming, private swimming lessons, and Dive-In Movies.
- The Athletic Programs had 394 adult sport league teams, 57 youth basketball teams, there were 12 partners in field allocation, 27 challenger bowling teams, and 387 individual participants in Tennis programs.
- Lincoln Center Programs afterschool participants totaled 258, 259 summer camp enrolments, and 125 adult memberships.
- Senior Services has 389 individuals with a total of 11,834 individual pass scans to programs.
- Cemeteries had a year-to-date sale of \$397,065 with 157 internments between College Station Cemetery and Memorial Cemetery – Aggie Field of Honor.
- Community Events included Trunk or Tree-t at Wolf Pen Creek, Food Truck Wednesdays, Christmas in the Park, and the Starlight Music Series.
- Conservation Outreach Event attendees included 594 at Star Party, 553 Monarch March, 292 World Migratory Bird Day, 135 at Park in the Dark, and 289 to Summer Camps.

- Cooling College Station programs gave away 1000 Loblolly Pines at Christmas in the Park Pine Giveaway and 1450 trees at the Texas Native Tree Giveaway. Games of Texas will be 12 sports across 10 venues with 5 sports in College Station (Boxing, Soccer, Track & Field, Tennis, Judo) and see an estimated 12,000 athletes, plus their family and friends.

Mrs. Heiden closed the presentation by highlighting the I Heart America Celebration, now in its second year.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4600 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 CI Commercial Industrial for approximately 19.33 acres at 2855 Graham Road North, generally located at the intersection of Graham Road and Old Wellborn Road.

Bekha Blasingame, Planning and Development, explained that the request is to rezone approximately 19.33 acres at Graham Rd North and Old Wellborn Road, next to Union Pacific Railroad and FM 2154 (Wellborn Rd), from R Rural to CI Commercial Industrial. The vacant, unplatted property was zoned A-O Agricultural Open, now R Rural, in 1996 upon annexation. The applicant seeks rezoning to develop a commercial amusement use, including a driving range and outdoor games, which the current R Rural zoning does not permit.

Staff recommends approval of the rezoning request. This item was heard at the June 5th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

At approximately 9:02 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:02 p.m.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4600, 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 CI Commercial Industrial for approximately 19.33 acres at 2855 Graham Road North, generally located at the intersection of Graham Road and Old Wellborn Road. The motion carried unanimously.

8.2. Presentation, discussion, and possible action on a settlement agreement regarding Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County, Texas.

Adam Falco, City Attorney, reported that the Texas A&M University System (TAMUS) filed a lawsuit against the Brazos Valley Groundwater Conservation District (BVGCD) and their General Manager seeking injunctive relief. The suit claims that certain groundwater operating permits and a transport permit issued by the BVGCD to a group of landowners were not properly issued and should be referred to the State Office of Administrative Hearings (SOAH) for contested case hearings. Upwell Brazos Valley Farms is developing a groundwater export project with seven other landowners to produce and

export Simsboro groundwater in accordance with the settlement agreement's terms. The landowners intervened to defend the district's issuance of the mentioned permits, while the City of College Station, the City of Bryan, and Brazos County (collectively called Brazos County Entities) supported TAMUS's position. Prior to the lawsuit, in June 2024, TAMUS and the Brazos County Entities filed requests for contested case hearings on the landowners' seven other transport applications, which are pending at SOAH. All parties mediated their disputes and reached an agreement, pending final approvals by the BVCGD board, each city's city council, and other authorized bodies involved in the dispute. The parties aim to settle the lawsuit and the SOAH proceedings, including all asserted claims, upon approval of the settlement agreement.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve a settlement agreement regarding Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County, Texas. The motion carried unanimously.

9. Items of Community Interest and Council Calendar: The Council may discuss upcoming events and 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.

Nothing to report.

10. 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.

11. 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.

12. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:15 p.m. on Thursday, June 26, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

July 10, 2025

Item No. 7.2.

TX Independence Park Design Contract Amendment

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract amendment with The Arkitex Studio, Inc., not-to-exceed \$150,060 for additional design services for the Texas Independence Park at Midtown Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The proposed not-to-exceed professional services contract amendment reflects additional services requested of the design team during the schematic design phase of the project. City staff has requested The Arkitex Studio to incorporate an additional restroom, parking lot and secondary entrance along Midtown Drive. Staff is also requesting a floodplain study be conducted as well as additional engineering on the bike hubs to enhance aesthetics, reduce construction cost, and to allow for better site drainage.

Budget & Financial Summary: Budget in the amount of \$9,200,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$1,861,923 has been expended or committed to date, leaving a balance of \$7,338,077 for this design change order and future costs.

Attachments:

1. TIP Design Amendment 1

CHANGE ORDER NO. 1		DATE: June 06, 2025	Contract No. 25300017
P.O.#: 25200174		PROJECT: Texas Independence Park at Midtown	Project No. PK2501

OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842		Designer: Arkitek Studio 308 N Bryan Ave Bryan, TX 77803		Ph: 979.821.2635 Fax: N/A
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PURPOSE OF THIS CHANGE ORDER:

Additional A&E Services

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	Hr./NTE	Added A&E Services New Restroom and Parking	\$ 73,000.00	\$0.00	\$1.00	\$ 73,000.00
1	Hr./NTE	Floodplain Study	\$ 71,000.00	0	1	\$ 71,000.00
1	Hr./NTE	Added Structural Engineering	\$ 6,060.00	0	1	\$ 6,060.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
					TOTAL	\$ 150,060.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 8.3% INCREASE.

ALL ITEMS (Project Number / Account Number)	\$150,060.00		
TOTAL CHANGE ORDER	\$150,060.00		
ORIGINAL CONTRACT AMOUNT	\$1,800,250.00		
CHANGE ORDER NO. 1	\$150,060.00	8.3%	CHANGE
REVISED CONTRACT AMOUNT	\$1,950,310.00	8.3%	TOTAL CHANGE

FINAL COMPLETION CONSTRUCTION DOCUMENTS	18 Weeks from Notice to Proceed
REVISED FINAL COMPLETION OF CONSTRUCTION DOCUMENTS	18 Weeks from Notice to Proceed

APPROVED

<u>Mike Record</u> A/E CONTRACTOR	6/13/2025 Date	_____ CITY ATTORNEY	_____ Date
_____ PROJECT MANAGER	_____ Date	_____ ASST CITY MGR - CFO	_____ Date
_____ DEPARTMENT DIRECTOR	_____ Date	_____ CITY MANAGER	_____ Date

May 27, 2025

Rusty Warncke
Project Manager, Capitol Projects
City of College Station
1101 Texas Avenue
College Station, TX 77842



Re: Additional Services – Floodplain Study, CLOMR, New Restroom, and revision to connection between Hubs.

Rusty.

This letter is to request additional services design fee for recent revisions to the project. It is divided into three parts.

1. New restroom building and parking lot. We have been asked to include a new restroom building and parking lot off Midtown Drive into the project. The scope of work will include additional survey work to establish the existing grading, the flood plain, and locate utilities. Additional construction documents will be required for MEP Engineering, Civil Engineering, Structural Engineering, Landscape Design, and Architectural. No additional fee is requested by MEP, structural or landscape. The additional services fee requested by architectural, civil, and survey for this scope of work is \$ 73,000
2. As a result of the PAC meeting, the city staff will require a floodplain study for the work that will be done in this area. Associated with this is a Conditional Letter of Map Revision (CLOMR) and permitting/coordination. The additional services design fee requested by civil engineering and survey for this scope of work is \$71,000.
3. The connecting link between the bike park hubs was originally designed as a stone wall with arched openings. It was revised for better appearance, reduced construction cost, to allow for better site drainage and for access to the existing sanitary sewer lines. It is now designed as a pedestrian steel "bridge" structure. The additional services fee requested for this scope of work is for structural only. The structural engineer proposes to provide design development level drawings with delegated design during construction for the final connections and details. The proposed fee is \$6,060. No additional fee is requested from Civil, Landscape, Bike Park Designer, or Architect.

The total amount requested for the additional work is \$150,060. Following is a spreadsheet with the breakdown of fee by each revision and by each consultant. If this is acceptable, please prepare a change order to our contract for design services.

We look forward to the work ahead and helping the City bring this project to fruition.

Signed,

A handwritten signature in blue ink, appearing to read "Michael S. Record".

Michael S. Record, AIA
Principal

Restroom and Parking lot					\$73,000
Architectural				\$32,000	
Principal in Charge	200	8.5	\$1,700		
Project Architect	180	85	\$15,300		
Project Staff	100	150	\$15,000		
Civil				\$41,000	
Survey - lump sum			\$16,000		
Civil Engineer - Hourly max			\$25,000		
Floodplain and LOMR					\$71,000
Civil					
Civil Engineer - Floodplain Study Hourly max			\$35,000		
Civil Engineer - Floodplain Study Permitting Hourly max			\$6,000		
Civil Engineer - CLMR Hourly max			\$18,000		
Civil Engineer - CLMR Permitting Hourly max			\$12,000		
Revised Hub link					\$6,060
Structural					
Principal	295	3	\$885		
Project Manager	245	5	\$1,225		
Project Engineer	220	10	\$2,200		
Technician/Drafter	175	10	\$1,750		
					\$150,060

July 10, 2025
Item No. 7.3.
Contract for Crossing Guard Services

Sponsor: Rodney Sigler

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract for crossing guard services with All City Management Services, Inc, not to exceed \$141,147.90.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff respectfully recommends approving the contract with All City Management Services Inc, for crossing guard services.

Summary: All City Management Services, Inc. has provided crossing guard services for the City of College Station for the past three years, and we have been pleased with their overall performance. Previously, managing school crossing guards placed a heavy burden on Police Department personnel, requiring significant effort in hiring, training, and staffing vacancies. The contract with All City Management Services, Inc. has alleviated these demands, allowing staff to focus on other critical responsibilities. This procurement is exempt from competitive bidding under Local Government Code 252.022(a)(2), which permits acquisitions necessary to preserve or protect public health and safety.

Budget & Financial Summary:

Funds are available and budgeted in the department from the General Fund

Attachments:

1. Crossing Guard Contract



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300407 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: School Crossing Guard Services

Name of Contractor: All City Management Services, Inc.

CONTRACT TOTAL VALUE: \$ 141,147.90

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 Account: 10010300-5315

(If required)*

CRC Approval Date*: N/A Council Approval Date*: 7/10/2025 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

Billy Couch
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

6/11/2025
DATE

Jim Carter
ASST CITY MGR – CFO

6/13/2025
DATE

Adam C. Salvo
LEGAL DEPARTMENT

6/16/2025
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

CITY OF COLLEGE STATION GENERAL SERVICES CONTRACT

This **General Services Contract** (“Contract”) is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation (“City”) and **All City Management Services, Inc.** (“Contractor”), collectively referred as the Parties, for the following project, **school crossing guard services as described in the Scope of Services**, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor’s Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor’s representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed **one hundred forty-one thousand one hundred forty-seven and 90/100 Dollars (\$141,147.90)**.

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City’s Payment and Approval. The City will pay Contractor as shown in **Exhibit B** (Payment Schedule), for the services performed no later than **thirty (30)** calendar days from the date of the City’s receipt of the payment application and the City’s approval of the services.

1.4 Term. The initial term of the Contract is for one (1) year with the potential option to renew for two (2) additional one (1) year terms for a total of three (3) years; however, it is expressly required that the Parties must mutually agree in writing (through the execution of a subsequent amendment or other revision of this Contract) to approve any renewal of this Contract.

1.5 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

1.6 Special Definitions. Unless specially defined in this Contract, words used in this Contract shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following special definitions shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print:

- (a) **“Business Day”** means a day other than a Saturday, Sunday, or holiday recognized by the City, and unless described by this Contract as a “Business Day,” a “day” herein described shall mean a calendar day.

- (b) **“City”** means the City of College Station, Texas, a signing Party to this Contract, including its elected officials, appointed officials, officers, employees, representatives, agents, successors and permitted assigns.
- (c) **“City Council” or “Council”** means the City Council of the City of College Station, Texas, the governing body of the City.
- (d) **“City Manager”** means the City Manager of the City of College Station, Texas.
- (e) **“Contract” or “Agreement”** means this General Services Contract including all attached exhibits approved and executed by the signing Parties.
- (f) **“Contractor”** means the Contractor as described above, a signing Party to this Contract, including its directors, officers, members, managers, partners, employees, representatives, agents, subcontractors, successors, and permitted assigns.
- (g) **“Contractor Business Records”** means the business records created or maintained by the Contractor (or on its behalf) regarding the performance of this Contract that the City reasonably needs to inspect, copy, and review to determine Contractor compliance with this Contract.
- (h) **“Default”** means the conduct, act, or omission by a Party which constitutes a breach or violation of a duty, obligation, representation, or responsibility imposed on that Party by this Contract. Default is synonymous with material default as used in this Contract.
- (i) **“Insurance Coverage”** includes not only commercial insurance coverage but also risk pool coverage as allowed by law.
- (j) **“Party”** means a signing Party to this Agreement. The signing Parties to this Contract collectively are the City and the Contractor.
- (k) **“Project”** means the City’s project made the subject of this Contract, as defined by the Scope of Work or Services described in this Contract in **Exhibit A**.
- (l) **“Scope of Services or Work”** means the services, goods, and work described in this Contract for the City’s Project, as described in **Exhibit A**.

1.7 Interpretation.

- (a) Unless otherwise designated in this Contract, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (b) All statements made in the preamble and preliminary recitals of this Contract and all attached documents are incorporated by reference. The following documents

are attached to this Contract as exhibits: **Exhibit A** – Scope of Services/Work; **Exhibit B** – Payment Schedule; and **Exhibit C** – Certificates of Insurance.

ARTICLE II CHANGE ORDER

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) City Manager Approval.** When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. A change order resulting in a revised Contract amount exceeding \$50,000 may be subject to additional statutory requirements as applicable; and

When the original Contract plus all change orders is greater than \$50,000 but less than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total Contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount; and

- (b) City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services/Work and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or work or the right to payment for such additional services or work shall be waived.
- (d) Dispute.** If there is a dispute between the Contractor and the City respecting any service or work provided or to be provided hereunder by the Contractor, including a dispute as to whether such service or work is additional to the Scope of Services or Work included in this Contract, the Contractor agrees to continue providing on

a timely basis all services or work to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services or Work. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance but shall be entitled to a work product as in the Scope of Services or Work. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, sufficient insurance coverage, as herein described, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2 The Contractor'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 coverage policies are attached in **Exhibit C**. During the term of this Contract, Contractor's insurance policies shall meet the minimum requirements of this section.

4.3 Types. Contractor shall acquire and maintain for Contract duration the following types of insurance:

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
- (b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

4.5 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 death, 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 before the execution of this contract by the City.
- (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.

4.6 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 death, 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 operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

4.7 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 V INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, 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 Contractor 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 Contractor, 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.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members,

officials, 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 Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release 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 VI GENERAL TERMS

6.1 Performance. Contractor, its officers, employees, associates, representatives, agents, subcontractors, successors, permitted assigns and other representatives expressly warrant and represent that they shall perform all the work and services described in the Scope of Services or Work in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor and its aforesaid representatives shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination.

(a) **Termination for Convenience.** The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work and services performed provided Contractor is not in default of this Contract. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work and services performed and expenses incurred before the date of termination, provided the Contractor is not in default of this contract.

(b) This **Contract** also may be terminated: (a) by the City upon a default committed by the Contractor; (b) by a subsequent written termination Contract executed with the mutual consent of the contracting Parties; and (c) at the conclusion of the Contract term, unless the Contract term is extended by a written amended Contract executed with the mutual consent of the contracting Parties as herein required.

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

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the Parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project made the basis of this Contract. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA) regarding the Contractor's performance, operations and activities pursuant to this Contract. The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA. Nothing in this Contract shall be construed to alter or affect the obligation of the Contractor to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding the performance of this Contract or the Contractor's operations and activities regarding the project made the subject of this Contract, and further, the parties would show that prior to the approval of this Contract by the City, the Contractor has submitted to the City: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

6.7 Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

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

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

6.10 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by a written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Contract.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

Attn: James Habeeb
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
jhabeeb@cstx.gov

ALL CITY MANAGEMENT SERVICES, INC.

Attn: Laura Andril
10440 Pioneer Blvd, Suite 5
Santa Fe Springs, CA 90670
landril@thecrossingguardcompany.com

6.15 Governmental Immunity. This Contract is subject to the proper application of the doctrine of governmental immunity.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Contract (including copies of signatures) shall have the same force and effect as an original.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Contract for all purposes.

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

- (a) **Boycott Israel.** If this Contract is for goods and services subject to § 2271.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) **Boycott Firearms.** If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) **Boycott Energy Companies.** Subject to § 2276.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

6.19 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at

VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

6.20 Default.

- (a) The City may declare a Default of this Contract if the Contractor commits a Default of this Contract and fails to cure the default during an authorized cure period as herein described.
- (b) If the City declares a Default of this Contract, it is agreed that the City may modify or terminate this Contract, and the City, in such event, shall be entitled to pursue all remedies allowed or authorized by law, equity, or this Contract.
- (c) The City shall notify the Contractor of a Default in writing, and the Parties agree as follows: (i) the default notice shall specify and reasonably explain the basis for the declaration of default; (ii) regarding an authorized opportunity to cure, the Contractor shall have 10 days from the receipt of the default notice to cure the default; (iii) where fulfillment of any obligation requires more than 10 days, the Contractor's performance shall be commenced within 10 days after the default notice receipt and such performance shall be diligently continued until the default is cured; and (iv) however, if such default cannot be cured, or cannot be cured within 45 days from the date of the default notice receipt, the Contractor shall be liable for and will promptly perform under this Contract and pay to the City within 60 days from receipt of the default notice all amounts due the City for the default as described in this Contract.
- (d) Should a Default be committed by the Contractor, the City may pursue and recover all remedies authorized by law, equity or this Contract, including: (i) termination of this Contract; (ii) litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; (iii) equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and (iv) all authorized remedies for the (a) recovery of all accrued monetary amounts due the City but not paid by the Contractor to the City under this Contract, and (b) recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.
- (e) Should a Default be committed by the City, the Contractor may pursue and recover all remedies authorized by law, equity, or this Contract, including: (i) termination of this Contract; (ii) litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; (iii) equitable relief, specific performance, or extraordinary relief, including all authorized injunction and mandamus relief; and (iv) recovery of the reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the Contractor as allowed by law.

6.21 Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to

mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

List of Exhibits

- A. Scope of Services/Work
- B. Payment Schedule
- C. Certificates of Insurance

ALL CITY MANAGEMENT SERVICES, INC.

By: Demetra Farwell
Title: Secretary

Printed Name: Demetra Farwell
Date: 6/11/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Adam C. Fero
City Attorney
Date: 6/16/2025

Jim Costa
Assistant City Manager/CFO
Date: 6/13/2025

EXHIBIT A
SCOPE OF SERVICES/WORK

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services/Work that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

ACMS Scope of Services

1. All City Management Services, Inc. will handle the Crossing Guard services for the City of College Station for a one (1) year period; to commence on: the start of fall 2025 school semester, ending on the conclusion of the 2026 school session.
2. ACMS will provide thirteen (13) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS is an independent Consultant and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City of College Station.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of College Station and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, a felony for a violent crime, or a felony for crimes against children. ACMS understands no one registered as a sex offender or narcotics offender will be hired as a crossing guard.
5. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Texas pertaining to general pedestrian safety and school crossing areas.
6. ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorists and themselves while serving as crossing guards.
7. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.
8. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The apparel must be appropriate for weather conditions.

9. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement.
10. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures.



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of College Station, TX** Crossing Guard Program.

Proposed Hourly Rate: Twenty-five Dollars and Seventy-one Cents (**\$25.71**) per hour, per guard. This pricing is based upon 13 crossing guards compensated an average of 2.35 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 5,490 hours, we project a **Not to Exceed price of \$141,147.90.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of College Station** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

Chief Operating Officer: Brian Brooks:	brianb@thecrossingguardcompany.com
Marketing Manager: David Mecusker:	david@thecrossingguardcompany.com
Contract Specialist: Laura Andril	landril@thecrossingguardcompany.com
Comptroller: John Varner:	jvarner@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.

EXHIBIT B
PAYMENT SCHEDULE

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Payment not to exceed \$141,147.90

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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 Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: lacerts@marshmma.com	FAX (A/C, No):
INSURED All City Management Services, Inc. 10440 Pioneer Blvd., Suite 5 Santa Fe Springs, CA 90670	License#: 0H18131 ALLCITYMAN	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Casualty Company		11991
INSURER B : AXIS Surplus Insurance Company		26620
INSURER C : Westchester Surplus Lines Insurance Co		10172
INSURER D : Lexington Insurance Company		19437
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1338480721**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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	N	052114698	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	P00100118039402	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WCC334410A	1/1/2025	1/1/2026	☒ 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
C	Excess Layer			G72535522004	8/1/2024	8/1/2025	AGGREGATE Per occurrence \$6,000,000 \$6,000,000

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

City of College Station is included as additional insured as respects to General Liability per attached endorsement. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to Workers Compensation per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station Attention Risk Management
PO Box 9960
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2025

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  Florence Harrison State Farm Agency License # 0F73725 227 S La Brea Ave. Inglewood CA 90301	CONTACT Jessica Guzman NAME: PHONE 310-330-8220 (A/C, No, Ext): FAX 310-330-8220 (A/C, No): E-MAIL Jessica.guzman.fxpx@statefarm.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: ☐ INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐ NAIC # 25178
INSURED All City Management Services, INC. 10440 Pioneer Blvd. Ste 5 Santa Fe Springs CA 90670	

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			642 2191-B01-75B	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ 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 \$

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 Attention Risk Management PO Box 9960 College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by State Farm Underwriting Operations. If signature is required, please refer to contact name above.
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INSURED: All City Management Services, Inc.

POLICY #: 052114698

POLICY PERIOD: 08/01/2024

TO: 08/01/2025

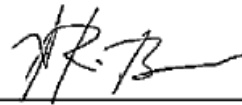
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



**Authorized Representative OR
Countersignature (In states where applicable)**

Includes copyrighted information of the Insurance Services Offices, Inc., with its permission. All rights reserved.

LX9776 (08/04)

INSURED: All City Management Services, Inc.

POLICY #: 052114698

POLICY PERIOD: 08/01/2024

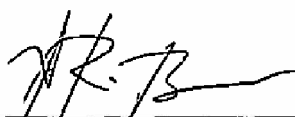
TO 08/01/2025

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

LX9838 (08/05)

All City Management Services, Inc.

INSURED: All City Management Services, Inc.

POLICY #: WCC334410A

POLICY PERIOD: 01/01/2025

TO 01/01/2026

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 484)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED
TO SUCH WAIVER, IN A VALID WRITTEN CONTRACT OR WRITTEN
AGREEMENT THAT HAS BEEN EXECUTED PRIOR TO A LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Countersigned By_____

July 10, 2025

Item No. 7.4.

Marion Pugh CSMF24 I, LLC Easement Purchase

Sponsor: Brett Cast , Assistant Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of a real estate contract for the purchase of a public utility, public access, and landscape easement for \$106,455 from CS MF24 I, LLC for the Marion Pugh Rehab Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: The Marion Pugh Rehab Project is approaching 100% design. The project scope includes rehabilitating Marion Pugh Drive from just south of George Bush Drive to 300' south of Luther Street West, as well as replacing the existing 18" water main and portions of existing wastewater lines from George Bush Drive to the interconnect south of Holleman Drive West.

The proposed 5' easement along the east side of Marion Pugh Drive amounts to 6,432 square feet and was valued by a licensed appraiser at \$106,455. This sum represents an evaluation of \$12.75 per square foot and includes a cost to cure payment of \$25,267 for restoring decorative landscaping and irrigation.

The public utility, public access and landscape easement to be purchased with this contract will allow for installation of a water line, wastewater line and sidewalk as part of the project.

Approval of this contract will authorize the City Attorney's office to close the transaction.

Budget & Financial Summary: A combined budget of \$7,550,000 is available in the Streets, Water, and Wastewater Capital Improvement Projects Funds. A combined total of \$736,653 has been spent or encumbered to date, leaving a combined balance of \$6,813,347 for these contracts and future costs. The contract purchase price is \$106,455, which is based on the appraised value. Closing costs are estimated not to exceed \$2,000.

Attachments:

1. Marion Pugh Rehab Project Limits
2. Marion Pugh CS MF24 I, LLC Contract
3. Marion Pugh Appraisal_CS MF24 I LLC Tract

HIGHLANDS ST

Marion Pugh Rehab Project Limits

PARK PLACE

LUTHER ST

GROVE ST

LUTHER ST

GEORGE BUSH DR W

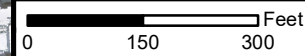
GEORGE BUSH DR

WELLBORN RD

MARION PUGH DR

LUTHER ST W

Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. Map created by Ashley Dorsett on 06/20/2024.





CITY OF COLLEGE STATION
Home of Texas A&M University

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300594 PROJECT#: ST1902/WA2301/WW2502 BID#: n/a RFP#: n/a

Project Name / Contract Description: Marion Pugh Rehab / Real Estate Contract

Contract for the purchase of a Public Utility, Public Access and Landscape Easement.

Name of Contractor: CS MF24 I, LLC

CONTRACT TOTAL VALUE: \$ \$106,455.00

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

Debarment Check ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

The purchase price of the easement is \$106,455.00, which is equal to the appraised value.

Closing costs are estimated not to exceed \$2,000. Funds are available and budgeted for this purchase.

CRC Approval Date*: n/a (If required)* Council Approval Date*: 07/10/2025 Agenda Item No*: 2025-721

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

Insurance Certificates: Performance Bond: Payment Bond: Form 1295:

SIGNATURES RECOMMENDING APPROVAL


DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

6.24.25
DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR -- CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE (the "Real Estate Contract") is made by and between CS MF24 I LLC, a Delaware limited company ("SELLER") and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, whose mailing address is P. O. Box 9960, College Station, Brazos County, Texas 77842 ("BUYER"), upon the terms and conditions set forth herein:

ARTICLE I PURCHASE AND SALE

1.1 Property. SELLER agrees to sell and convey, and BUYER agrees to purchase and pay for a Public Utility, Public Access and Landscape Easement interest in that certain tract or parcel of land containing 6,432 square feet (0.1477 acre) of land, more or less, lying and being situated in the Joseph E. Scott League, Abstract No. 50, in College Station, Brazos County, Texas, being part of that 5.880 acre tract described in the deed to CS MF24 I LLC recorded in Volume 19209, Page 110, of the Official Public Records of Brazos County, Texas, and partially within the Treehouse subdivision as described by Final Plat recorded in Volume 310, Page 685, of the Deed Records of Brazos County, Texas, being a strip of land, mostly 5 feet in width, along the northeast line of the said 5.880 acre tract, also being the southwest right-of-way line of Marion Pugh Drive; said 6,432 square feet (0.1477 acre) of land being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys, rights-of-way, rights of ingress and egress, together with SELLER's interest in any improvements and fixtures situated on and attached to PROPERTY, all of the foregoing including such real property, rights, improvements and appurtenances being herein referred to as the "PROPERTY", for the consideration and subject to the terms, provisions, and conditions set forth herein.

This Real Estate Contract by BUYER to purchase the PROPERTY is subject to approval by the City Manager of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this Real Estate Contract.

1.2 Title Commitment. BUYER has requested UNIVERSITY TITLE COMPANY (the "Title Company") to furnish a Commitment for Title Insurance ("Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Real Estate Contract.

1.3 Title Review. BUYER shall have a period of fifteen (15) business days (the "Title Review Period") following the effective date of this Real Estate Contract or following the receipt of the Title Commitment and all copies of the instruments referred to in Schedules B and C, whichever occurs last, to make exceptions by notifying SELLER of BUYER's objection to any item shown

on or referenced by those documents ("Title Reviewable Matters"). Any Title Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Title Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

- (a) waive such objections and accept such title as SELLER is able to convey; or
- (b) terminate this Real Estate Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Real Estate Contract.

1.4 Survey. BUYER, at its expense, will provide a survey of PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by PROPERTY onto adjoining properties.

(a) **Survey Review Period.** BUYER shall have a period of fifteen (15) business days ("Survey Review Period") following the effective date of this Real Estate Contract or following the receipt of the Survey, whichever comes last, within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey ("Survey Reviewable Matter"). Any Survey Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

(i) waive such objections and accept such title as SELLER is able to convey;
or

(ii) terminate this Real Estate Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Real Estate Contract.

(b) **Survey Requirements.** The survey drawing shall be addressed to and certified in favor of the BUYER and UNIVERSITY TITLE COMPANY. The field note description along with the survey plat or diagram of PROPERTY as prepared by the surveyor shall be used in the respective conveyance documents.

1.5 Environmental Site Assessment. BUYER, at BUYER's expense, may obtain a Phase I Environmental Site Assessment to be performed on the PROPERTY not later than fifteen (15) days after the execution date of this Real Estate Contract. BUYER shall have a period of fifteen (15) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. BUYER, at its option, may elect

to provide SELLER with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails to cure once BUYER provides that opportunity, this Real Estate Contract shall be terminated and neither party will have any further liability. BUYER shall not conduct invasive testing without SELLER's written consent.

BUYER and BUYER's representatives have SELLER's permission, at BUYER's risk and expense, to enter the PROPERTY at any reasonable time before closing to inspect the PROPERTY and conduct any and all investigations BUYER deems necessary, including surveys, environmental site assessments, and appraisals. No inspections, assessments or surveys of the PROPERTY by BUYER shall be conducted in a manner which disturbs or interferes with SELLER's use of the PROPERTY.

1.6 Taxes. When the conveyance of the PROPERTY is in fee simple, the parties agree that general real estate taxes on the PROPERTY for the then current year and all prior years, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at closing. For PROPERTY purchased in easement or right of way, SELLER shall pay any and all required property taxes for the current year if due and all prior years. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.7 Conveyance Documents. The sale of the PROPERTY shall be made by the Public Utility, Public Access and Landscape Easement conveying PROPERTY from SELLER to BUYER in the form prepared by BUYER as substantially set forth in **EXHIBIT B**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$106,455.00). The purchase price shall be payable in full at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform SELLER's obligations under this Contract.

(b) SELLER has no actual knowledge of any third parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession (excepting utility providers). Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated acquisition and use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Real Estate Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Real Estate Contract, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Real Estate Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Real Estate Contract, in which case neither party shall have any further obligation to the other.

(h) SELLER has no actual knowledge that the PROPERTY contains any environmental hazard.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER**

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Real Estate Contract and to carry out BUYER's obligations under this Real Estate Contract, and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been obtained.

**ARTICLE V
CLOSING**

5.1 The closing shall be held at UNIVERSITY TITLE COMPANY, within ONE HUNDRED EIGHTY (180) days from the full execution of this Real Estate Contract by BUYER and SELLER, or at such time and date as SELLER and BUYER may agree upon in writing ("Closing Date"). The City Manager for the BUYER is authorized to extend the time for closing if BUYER and SELLER agree to extend the time for closing.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Public Utility, Public Access and Landscape Easement prepared by BUYER conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Real Estate Contract in the event BUYER disapproves of any Reviewable Matter, which objection may be cured by SELLER on or prior to the closing as provided by Article I of this Real Estate Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER'S expense, a Title Policy insuring indefeasible title issued by UNIVERSITY TITLE COMPANY, in BUYER's favor in the full amount of the purchase price, insuring BUYER's easement interests in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay any and all required property taxes for the current year if due and all prior years.

(e) Pay any and all homeowner's or maintenance fees, if any, for all prior years and for the current year prorated up to the date of closing.

(f) Pay the costs to obtain, deliver and record any documents necessary to clear title associated with co-ownership, if any, required at closing.

(g) Pay the costs to obtain and deliver releases or partial releases of all liens, if any, to be released at closing.

(h) Pay the SELLER's attorney fees.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the purchase price.

(b) Pay the escrow fees of the title company and costs of tax certificates.

(c) Pay the title insurance premium.

(d) Prepare, at its cost, the Public Utility, Public Access and Landscape Easement document.

(e) Pay the costs to record releases or partial releases of all liens, if any, to be released at closing.

(f) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.

(g) Pay the BUYER's expenses or attorney fees.

(h) Pay the cost of the survey of the PROPERTY and pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

(i) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this Real Estate Contract.

(j) Pay for any and all environmental assessments and other inspections, if any.

ARTICLE VI BREACH BY SELLER

6.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Real Estate Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

(a) Enforce specific performance of this Real Estate Contract; and/or

(b) Terminate this Real Estate Contract in writing and initiate condemnation proceedings.

**ARTICLE VII
BREACH BY BUYER**

7.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

**ARTICLE VIII
MISCELLANEOUS**

8.1 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing for a period of one hundred eighty (180) days and shall not be merged by deed or otherwise be extinguished.

8.2 Notice. Any notice required or permitted to be delivered by this Real Estate Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: CS MF24 I LLC, a Delaware limited company
Attention: Charles Spero
c/o Crescent Sky Capital LP, a Delaware limited partnership
250 West 54th Street, Suite 603
New York, New York 10019-5562
Phone: Charles Spero _____
Email: _____
Phone: Ryan Fitzgerald (516) 417-2759
Email: RFitzgerald@crescentsky.com

BUYER: City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Facsimile: 979-764-3481

8.3 Texas Law to Apply. This Real Estate Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Real Estate Contract are to be performed in Brazos County, Texas.

8.4 Parties Bound. This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives,

successors and assigns. The persons executing this Real Estate Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

8.5 Invalid Provision. In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Real Estate Contract or any amendments or exhibits hereto.

8.7 Prior Agreements Superseded. This Real Estate Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

8.8 Time of Essence. Time is of the essence to this Real Estate Contract.

8.9 Gender. Words of any gender used in this Real Estate Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

8.10 Multiple Counterparts. This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract it shall not be necessary to produce or account for more than one counterpart.

8.11 Real Estate Contract Execution. This Real Estate Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representative to this Real Estate Contract. Once this Real Estate Contract is executed by the SELLER, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by the City Council.

FULLY EXECUTED on this the _____ day of _____, 2025.

[Signatures and notary acknowledgments on following pages]

SELLER:

CS MF24 I LLC,
a Delaware limited company

By: CRESCENT SKY CAPITAL LP,
a Delaware limited partnership

By: 
CHARLES SPERO,
Authorized Signatory
Date: 6/17/25

BUYER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

By: _____
JOHN P. NICHOLS, Mayor
Date: _____

ATTEST:

City Secretary

APPROVED:

BRYAN C. WOODS, City Manager
Date: _____

Assistant City Manager/CFO
Date: _____

City Attorney
Date: _____

Attached Exhibits:

EXHIBIT A – field note description and survey diagram of PROPERTY – 6,432 square feet

EXHIBIT B – Public Utility, Public Access and Landscape Easement

Contract No. 25300594
A25-001711 Real Estate Contract 05-20-2025

Page 9

THE STATE OF New York

ACKNOWLEDGMENT

COUNTY OF New York

This instrument was acknowledged before me on this 17th day of June, 2025,
by CHARLES SPERO, Authorized Signatory of CRESCENT SKY CAPITAL LP, a Delaware
limited partnership, Managing Member of CS MF24 I LLC, a Delaware limited company, on
behalf of said CS MF24 I LLC, a Delaware limited company.

DYLAN ISAACS
Notary Public - State of New York
NO. 01150033616
Qualified in New York County
My Commission Expires Feb 7, 2029

Dylan Isaacs
NOTARY PUBLIC
in and for the State of New York

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2022,
by JOHN P. NICHOLS, Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home
Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

EXHIBIT A TO REAL ESTATE CONTRACT

BASELINE | **DCCM**

Proposed 5' Easement
Along Marion Pugh Drive
CS MF24 I LLC 5.880 ac.
J.E. Scott league A-50
College Station, Texas
July 2024

All of that certain tract or parcel of land lying and being situated in the Joseph E. Scott league, abstract no. 50, in College Station, Brazos County, Texas, being part of that 5.880 acre tract described in the deed to CS MF24 I LLC recorded in volume 19209, page 110 of the Official Public Records of Brazos County, Texas, and partially within the Treehouse subdivision as described by final plat recorded in volume 310, page 685 of the Deed Records of Brazos County, Texas, being a strip of land, mostly 5 feet in width, along the northeast line of the said 5.880 acre tract, also being the southwest right-of-way line of Marion Pugh Drive, and being more particularly described as follows:

Beginning at 1/2" iron rod found at the northeast corner of the said 5.880 acre tract, also being the southeast corner of Lot 1R, Block 1 of Treehouse Subdivision as described by replat recorded in volume 3127, page 13 of the Official Public Records of Brazos County, Texas, from City of College Station GPS control monument no. 1 bears S 49° 29' 51" E – 2102.2 feet;

Thence S 22° 07' 47" E – 1138.22 feet, along the northeast line of the said 5.880 acre tract and said southwest right-of-way line, to a 1/2" iron rod found at the southeast corner of the 5.880 acre tract;

Thence S 69° 10' 17" W – 5.00 feet, along the southeast line of said 5.880 acre tract, to the most southerly corner of this described easement tract, from where a concrete monument with a 5/8" rod found at the southwest corner of the 5.880 acre tract bears S 69° 10' 17" W – 17.9 feet;

Thence through the said 5.880 acre tract as follows:

N 22° 07' 47" W – 76.06 feet to an inside corner;

S 65° 00' 00" W – 36.55 feet to a corner point;

N 25° 00' 00" W – 20.00 feet to a corner point;

N 65° 00' 00" E – 37.55 feet to an inside corner;

and N 22° 07' 47" W – 1041.98 feet to the most westerly corner of this described easement tract in a common line of the said 5.880 acre tract and said Lot 1R;

Thence N 67° 20' 50" E – 5.00 feet, along said common property line, to the Point of Beginning and containing 6,432 sq.ft. (0.1477 acre) of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, determined by GPS and checked between City of College Station control monuments no. 1 and no. 110 (N 36° 39' 12" W).

See separate survey plat dated July 2024.



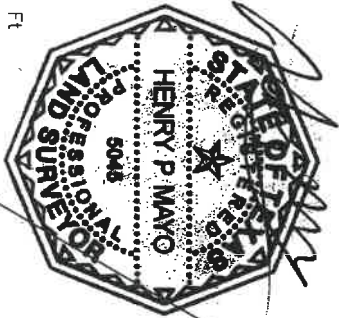
EXHIBIT A TO REAL ESTATE CONTRACT

BASELINE



Baseline | DCCM | Txsurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurveys.net

July 2024



Certification: This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Urban Condition, Land Title Survey of the subject tract.

Lot 1R, Block 1
Treehouse Subdivision
vol. 3127, pg. 13

Survey Control Note:
City of College Station GPS
control mon. no. 1 bears
S 49°29'51"E - 2102.2' from
Point of Beginning (P.O.B.)

0 20 50 100 200 Ft

Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 1 and no. 110 (N 36°39'12"W).

All existing utilities are not shown
See separate metes and bounds description prepared with this plat.

record owner -
Texas A&M University System
(rem. of) 104.8 acres (net)
vol. 49, pg. 340
47.72 acres described in
Memorandum of Ground Lease
to NCCD-College Station
Properties LLC
vol. 12834, pg. 25

existing 10' Water Line
Easement (no. 3)
vol. 515, pg. 463
(CoCS)

existing 10' Water Line
Easement (no. 2)
vol. 515, pg. 463
(CoCS)

existing 10' Water Line
Easement (no. 1)
vol. 515, pg. 463
(CoCS)

Treehouse (subdivision)
vol. 310, pg. 685
CS MF24 I LLC
5,880 acres
vol. 19209, pg. 110

Proposed 5' Easement
6,432 sq.ft. (0.1477 ac.)

Marion Pugh Drive
variable-width R.O.W. (~65')

Callaway Subdivision
Phase Two
vol. 6869, pg. 99

Existing Easements Notes:
Title Commitment GF No. 2404296CS
effective June 12, 2024 from
University Title Co. was relied upon
for existing easement research.

This tract may be affected by the
following blanket easements:
1. Electrical easement to City of
College Station - vol. 522, pg. 802
2. Cable TV Easement to McCaw
BCS Cablevision - vol. 805, pg. 819

The commencing point described for
the existing water line easements in
vol. 515, pg. 463 was determined
to be the north corner of the 6.555
acre tract described in vol. 478, pg.
231 and the 30' easement shown
and described in vol. 559, pg. 470.

All existing easements may not be shown.

Easement Dimensions

no.	bearing	distance
L1	S 69°10'17" W	5.00'
L2	N 22°07'47" W	76.06'
L3	S 65°00'00" W	36.55'
L4	N 25°00'00" W	20.00'
L5	N 65°00'00" E	37.55'
L6	N 67°20'50" E	5.00'

Proposed 5' Easement
Along Marion Pugh Drive
CS MF24 I LLC 5,880 ac.
J.E. Scott league A-50
College Station, Texas

EXHIBIT B TO REAL ESTATE CONTRACT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC UTILITY, PUBLIC ACCESS AND LANDSCAPE EASEMENT

DATE: _____, 2025

GRANTOR: CS MF24 I LLC, a Delaware limited company

GRANTOR'S MAILING ADDRESS: c/o Crescent Sky Real Estate Partners
(including County) 205 West 54th Street, Suite 603
New York County
New York, New York 10019-5562

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: P.O. Box 9960
Brazos County
College Station, Texas 77842

CONSIDERATION: \$10.00 and Other Good and Valuable Consideration

PROPERTY:

All that certain tract or parcel of land containing 6,432 square feet (0.1477 acre) of land, more or less, lying and being situated in the Joseph E. Scott League, Abstract No. 50, in College Station, Brazos County, Texas, being part of that 5.880 acre tract described in the deed to CS MF24 I LLC recorded in Volume 19209, Page 110, of the Official Public Records of Brazos County, Texas, and partially within the Treehouse subdivision as described by Final Plat recorded in Volume 310, Page 685, of the Deed Records of Brazos County, Texas, being a strip of land, mostly 5

EXHIBIT B TO REAL ESTATE CONTRACT

feet in width, along the northeast line of the said 5.880 acre tract, also being the southwest right-of-way line of Marion Pugh Drive; said 6,432 square feet (0.1477 acre) of land being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

This conveyance shall grant the rights herein specified only as to that portion of the above-described property more particularly described on the attached **EXHIBIT A**, known as the "Easement Area", and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the public use of the Easement Area for public access and to erect, construct and install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, make improvements to, and remove the following:

1. public accessways including but not limited to pedestrian walkways, sidewalks and bicycle paths;
2. any public improvements or structures as are reasonably necessary for the use of the public accessways, including but not limited to irrigation, benches, kiosks, trash receptacles, signage, emergency call boxes, public art, water features and bicycle racks;
3. landscaping;
4. electric transmission lines and electric distribution lines and related equipment; water lines and sanitary sewer lines, connecting lines, access facilities and related equipment; storm sewers and collection facilities; television, telephone and communications lines and related equipment; drainage ditches, drainage pipes and all other drainage structures, surface or subsurface and all associated facilities;

upon, over, under and across said Property as described and any ways, streets, roads, or alleys abutting same; and the right to cut, trim, and control the growth of trees and other vegetation within or along the Easement Area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any equipment, accessories, or operations and as may be necessary to prevent possible interference with the operation and maintenance of said equipment, accessories, or operations or to remove possible hazards thereto. It being understood and agreed that any and all equipment or structures placed upon the Easement Area by GRANTEE shall remain the property of GRANTEE.

GRANTOR hereby expressly acknowledges that it is the owner of this property.

GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of GRANTEE, if any.

EXHIBIT B TO REAL ESTATE CONTRACT

RESERVATIONS AND EXCEPTIONS:

1. Terms and provisions of the restrictive covenants and conditions set forth in the following documents:

Master Land Use Restriction Agreement by and among Resolution Trust Corporation and Texas Affordable Housing Investment Fund I Limited Partnership and National Corporation for Housing Partnerships dated January 24, 1992, recorded in Volume 1416, Page 157, Official Public Records of Brazos County, Texas.

Land Use Restriction Agreement by and between Resolution Trust Corporation and Texas Affordable Housing Investment Fund I Limited Partnership (Bulk Sales – Multifamily Properties) dated January 24, 1992, recorded in Volume 1416, Page 200, Official Public Records of Brazos County, Texas.

Land Use Restriction Agreement by and between Resolution Trust Corporation and Texas Affordable Housing Investment Fund I Limited Partnership (Bulk Sales – Multifamily Properties) dated January 24, 1992, recorded in Volume 1441, Page 92, Official Public Records of Brazos County, Texas.

Assumption of Land Use Restriction Agreement executed effective July 22, 1994, by and between Texas Affordable Housing Investment Fund I Limited Partnership, National Corporation for Housing Partnerships, and TAHF II Limited Partnership, recorded in Volume 2168, Page 208, Official Public Records of Brazos County, Texas.

Fourth Amendment to Master Land Use Restriction Agreement effective October 18, 2001, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 4353, Page 195, Official Public Records of Brazos County, Texas.

Fifth Amendment to Master Land Use Restriction Agreement effective July 30, 2002, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 4756, Page 197, Official Public Records of Brazos County, Texas.

Sixth Amendment to Master Land Use Restriction Agreement effective December 19, 2002, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 5018, Page 88, Official Public Records of Brazos County, Texas.

EXHIBIT B TO REAL ESTATE CONTRACT

Seventh Amendment to Master Land Use Restriction Agreement effective December 20, 2002, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 5018, Page 126, Official Public Records of Brazos County, Texas.

Eighth Amendment to Master Land Use Restriction Agreement effective January 31, 2003, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 5095, Page 180, Official Public Records of Brazos County, Texas.

Ninth Amendment to Master Land Use Restriction Agreement effective August 29, 2003, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 5598, Page 152, Official Public Records of Brazos County, Texas.

Tenth Amendment to Master Land Use Restriction Agreement effective September 30, 2003, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 5644, Page 204, Official Public Records of Brazos County, Texas.

Eleventh Amendment to Master Land Use Restriction Agreement effective August 25, 2005, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 6897, Page 118, Official Public Records of Brazos County, Texas.

First Amendment to Land Use Restriction Agreement effective August 25, 2005, by and between TAHF II Limited Partnership, National Corporation for Housing Partnerships, and the Federal Deposit Insurance Corporation, recorded in Volume 6897, Page 149, Official Public Records of Brazos County, Texas.

2. Right-of-Way Easement dated March 31, 1982, from Robert Callaway Corporation to the City of College Station, recorded in Volume 515, Page 463, Deed Records of Brazos County, Texas.
3. Right-of-Way Easement dated April 12, 1982, from The Robert Callaway Corporation to the City of College Station, Texas recorded in Volume 522, Page 802, Deed Records of Brazos County, Texas.

EXHIBIT B TO REAL ESTATE CONTRACT

4. Easement dated June 28, 1985, from Treehouse II, Ltd. to McCaw B.C.S. Cablevision, Inc., recorded in Volume 805, Page 819, Official Records of Brazos County, Texas.
5. Apartment/Multi-family Agreement dated March 29, 1982, executed by and between Community Cablevision Corporation and Callaway Construction Company, recorded in Volume 524, Page 690, Deed Records of Brazos County, Texas. Assigned to McCaw BCS Communications, Inc., by Assignment of Right-of-Entry Easement dated October 31, 1984, from Community Cablevision Corporation, recorded in Volume 758, Page 306, Official Records of Brazos County, Texas.
6. Memorandum of Lease – Laundry Room(s) Lease dated July 8, 2003, executed by and between Web Service Company and Texas Affordable Housing Fund II, LP, recorded in Volume 5518, Page 122, Official Public Records of Brazos County, Texas.
7. Memorandum of Lease dated November 10, 2010, executed by and between Stadium View Apts. And Mac-Gray Services, Inc., recorded in Volume 10036, Page 22, Official Public Records of Brazos County, Texas.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

CS MF24 I LLC,
a Delaware limited company

By: CRESCENT SKY CAPITAL LP,
a Delaware limited partnership

By: _____
CHARLES SPERO, Authorized Signatory

EXHIBIT B TO REAL ESTATE CONTRACT

**APPROVED AS TO FORM
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.**

City Attorney

THE STATE OF _____

ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2025, by CHARLES SPERO, Authorized Signatory of CRESCENT SKY CAPITAL LP, a Delaware limited partnership, Managing Member of CS MF24 I LLC, a Delaware limited company, on behalf of said CS MF24 I LLC, a Delaware limited company.

NOTARY PUBLIC

in and for the State of _____

EXHIBIT B TO REAL ESTATE CONTRACT

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of liens(s) on the fee simple title to the Easement Property, consents to the above grant of this Public Utility, Public Access and Landscape Easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of this Public Utility, Public Access and Landscape Easement, such that a foreclosure of the lien(s) will not extinguish the rights and interests of this Public Utility, Public Access and Landscape Easement.

FANNIE MAE

By: WALKER & DUNLOP, LLC, a Delaware
limited liability company,
its Attorney-in-Fact

By: _____
Printed Name: _____
Title: _____

THE STATE OF _____

COUNTY OF _____

ACKNOWLEDGMENT

This instrument was acknowledged before me on this _____ day of _____, 2025,
by _____, _____, of WALKER &
DUNLOP, LLC, a Delaware limited liability company, Attorney-in-Fact for FANNIE MAE, on
behalf of said FANNIE MAE.

NOTARY PUBLIC
in and for the State of _____

PREPARED IN THE OFFICE OF:

City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:

City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT B TO REAL ESTATE CONTRACT

EXHIBIT A

BASELINE

DCCM

Proposed 5' Easement
Along Marion Pugh Drive
CS MF24 I LLC 5.880 ac.
J.E. Scott league A-50
College Station, Texas
July 2024

All of that certain tract or parcel of land lying and being situated in the Joseph E. Scott league, abstract no. 50, in College Station, Brazos County, Texas, being part of that 5.880 acre tract described in the deed to CS MF24 I LLC recorded in volume 19209, page 110 of the Official Public Records of Brazos County, Texas, and partially within the Treehouse subdivision as described by final plat recorded in volume 310, page 685 of the Deed Records of Brazos County, Texas, being a strip of land, mostly 5 feet in width, along the northeast line of the said 5.880 acre tract, also being the southwest right-of-way line of Marion Pugh Drive, and being more particularly described as follows:

Beginning at 1/2" iron rod found at the northeast corner of the said 5.880 acre tract, also being the southeast corner of Lot 1R, Block 1 of Treehouse Subdivision as described by replat recorded in volume 3127, page 13 of the Official Public Records of Brazos County, Texas, from City of College Station GPS control monument no. 1 bears S 49° 29' 51" E – 2102.2 feet;

Thence S 22° 07' 47" E – 1138.22 feet, along the northeast line of the said 5.880 acre tract and said southwest right-of-way line, to a 1/2" iron rod found at the southeast corner of the 5.880 acre tract;

Thence S 69° 10' 17" W – 5.00 feet, along the southeast line of said 5.880 acre tract, to the most southerly corner of this described easement tract, from where a concrete monument with a 5/8" rod found at the southwest corner of the 5.880 acre tract bears S 69° 10' 17" W – 17.9 feet;

Thence through the said 5.880 acre tract as follows:

N 22° 07' 47" W – 76.06 feet to an inside corner;

S 65° 00' 00" W – 36.55 feet to a corner point;

N 25° 00' 00" W – 20.00 feet to a corner point;

N 65° 00' 00" E – 37.55 feet to an inside corner;

and N 22° 07' 47" W – 1041.98 feet to the most westerly corner of this described easement tract in a common line of the said 5.880 acre tract and said Lot 1R;

Thence N 67° 20' 50" E – 5.00 feet, along said common property line, to the Point of Beginning and containing 6,432 sq.ft. (0.1477 acre) of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, determined by GPS and checked between City of College Station control monuments no. 1 and no. 110 (N 36° 39' 12" W).

See separate survey plat dated July 2024.



EXHIBIT B TO REAL ESTATE CONTRACT EXHIBIT A

BASELINE

DCCM

Baseline | DCCM | TxDiary F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurveys.net

July 2024

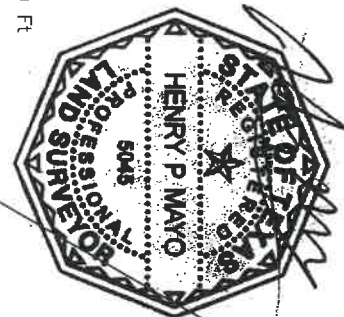


Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 1 and no. 110 (N 36.39'12"W).

All existing utilities are not shown
See separate metes and bounds description prepared with this plat.

record owner -
Texas A&M University System
(rem. of) 104.8 acres (net)
vol. 49, pg. 340

47.72 acres described in
Memorandum of Ground Lease
to NCCD-College Station
Properties LLC
vol. 12834, pg. 25



Certification: This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Urban Condition, Land Title Survey of the subject tract.

Treehouse (subdivision)
vol. 310, pg. 685
CS MF24 I LLC
5.880 acres
vol. 19209, pg. 110
existing 10' Water Line
Easement (no. 1)
vol. 515, pg. 463 (CoCS)

Proposed 5' Easement
6,432 sq.ft. (0.1477 ac.)

existing 10' Water Line
Easement (no. 3)
vol. 515, pg. 463 (CoCS)

existing 30' Easement for
Public Utilities & Street
vol. 559, pg. 470 (CoCS)

Colloway Subdivision
Phase Two
vol. 6869, pg. 99

Marion Pugh Drive
variable-width R.O.W. (~65')

Easement Dimensions

no.	bearing	distance
L1	S 69°10'17" W	5.00'
L2	N 22°07'47" W	76.06'
L3	S 65°00'00" W	36.55'
L4	N 25°00'00" W	20.00'
L5	N 65°00'00" E	37.55'
L6	N 67°20'50" E	5.00'

**Proposed 5' Easement
Along Marion Pugh Drive
CS MF24 I LLC 5.880 ac.
J.E. Scott league A-50
College Station, Texas**

Existing Easements Notes:
Title Commitment GF No. 2404296CS effective June 12, 2024 from University Title Co. was relied upon for existing easement research.

This tract may be affected by the following blanket easements:
1. Electrical easement to City of College Station - vol. 522, pg. 802
2. Cable TV Easement to McCaw BCS Cablevision - vol. 805, pg. 819
The commencing point described for the existing water line easements in vol. 515, pg. 463 was determined to be the north corner of the 6.655 acre tract described in vol. 478, pg. 231 and the 30' easement shown and described in vol. 559, pg. 470.

All existing easements may not be shown.

Survey Control Note:
City of College Station GPS control mon. no. 1 bears S 49°29'51"E-2102.2' from Point of Beginning (P.O.B.)

Lot 1R, Block 1
Treehouse Subdivision
vol. 3127, pg. 13

P.O.B.

APPRAISAL REPORT

CS MF24 I LLC, A DELAWARE LIMITED COMPANY TRACT
400 MARION PUGH DRIVE
COLLEGE STATION, TEXAS 77840
CBRE GROUP, INC. FILE NO. CB24US090834-2

CITY OF COLLEGE STATION



1803 Broadway, Suite 825
 San Antonio, TX 78215
 T 210-225-1000
 F 210-340-1821
 www.cbre.com

February 3, 2025

Ms. Ashley Dorsett
 CITY OF COLLEGE STATION
 P.O. Box 9960
 College Station, Texas 77842

RE: Appraisal of: CS MF24 I LLC, a Delaware limited company Tract
 400 Marion Pugh Drive
 College Station, Brazos County, Texas
 CBRE, Inc. File No. CB24US090834-2

Dear Ms. Dorsett:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the proposed easement acquisition. Our analysis is presented in the following appraisal report.

The subject is a 5.88-acre tract of improved land located at 400 Marion Pugh Drive in College Station, Brazos County, Texas. Based on the site inspection, review of the appraisal district records, and analysis of aerial imagery, the subject is improved with multi-family residential structures and related accessory and site improvements. The primary improvements are situated a significant distance from the proposed acquisition area and will not be impacted by the partial acquisition. Therefore, they are excluded from this analysis, and the subject is valued as effectively vacant land. Only the affected landscaping located within the partial acquisition area is included in this analysis. This assignment was to develop an opinion of market value of the fee simple interest in the property and the recommended compensation for a proposed 0.1477-acre easement.

Based on the analysis contained in the following report, the appraiser's opinion of total compensation is concluded as follows:

CONCLUDED MARKET VALUE		
Larger Parcel (Land and Affected Improvements)	\$3,265,696	
Part(s) Being Acquired		\$81,188
Remainder Before Consideration of Damages	\$3,184,508	
Remainder After Consideration of Damages	\$3,184,508	
Net Damages or Benefits		\$0
Net Cost to Cure		\$25,267
Total Compensation		\$106,455

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the

guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The appraisal problem, as applied to the subject, is to determine the property's market value. "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." City of Austin v. Cannizzo, 267 S.W.2d 808 (Tex. 1954)

The intended use and user of our report are specifically identified in our report as agreed upon in my contract for services and/or reliance language retained in the appraiser's workfile. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

The report is not the appraisal but is the reporting of the appraisal to the named client or named intended user. Anyone else who attempts to rely on an appraisal report that is not a named user may be misled by the report. If you are not the client, you have no way of knowing if a later appraisal was done that replaces this report. Any changes will result in a different report date. Accordingly, this document may no longer contain the appraisers' opinions. Any subsequent reports, with a later report date, voids this document even to the client or intended user.

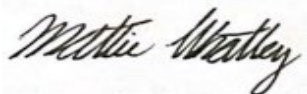
It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Bradley A. Bujan, MAI
Executive Vice President



Mattie C. Whatley
Senior Appraiser



Ryan King
First Vice President

Subject Aerial with Acquisition Overlay



Aerial View of Subject and Acquisition

The proposed easement is noted in green. The image and outlines above are presented to merely assist the reader in visualizing the subject. They are not a legal representation or considered to represent a survey of the subject.

July 10, 2025

Item No. 7.5.

Real Estate Contract – College Station Treehouse, Ltd

Sponsor: Brett Cast , Assistant Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of a real estate contract for the purchase of a public utility, public access, and landscape easement for \$104,606 from College Station Treehouse, Ltd. for the Marion Pugh Rehab Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: The Marion Pugh Rehab Project is approaching 100% design. The project scope includes rehabilitating Marion Pugh Drive from just south of George Bush Drive to 300' south of Luther Street West, as well as replacing the existing 18" water main and portions of existing wastewater lines from George Bush Drive to the interconnect south of Holleman Drive West.

The proposed 5' easement along the east side of Marion Pugh Drive amounts to 7,504 square feet and was valued by a licensed appraiser at \$104,606. This sum represents an evaluation of \$12.00 per square foot and includes a cost to cure payment of \$15,458 for restoring trees, decorative landscaping, and irrigation.

The public utility, public access and landscape easement to be purchased with this contract will allow for installation of a water line and sidewalk as part of the project.

Approval of this contract will authorize the City Attorney's office to close the transaction.

Budget & Financial Summary: A combined budget of \$7,550,000 is available in the Streets, Water, and Wastewater Capital Improvement Projects Funds. A combined total of \$736,653 has been spent or encumbered to date, leaving a combined balance of \$6,813,347 for these contracts and future costs. The contract purchase price is \$106,455, which is based on the appraised value. Closing costs are estimated not to exceed \$2,000.

Attachments:

1. Marion Pugh Rehab Project Limits
2. Marion Pugh - College Station Treehouse, Ltd Contract
3. Marion Pugh - Appraisal_College Station Treehouse, Ltd_02.05.2025

HIGHLANDS ST

Marion Pugh Rehab Project Limits

PARK PLACE

LUTHER ST

GROVE ST

LUTHER ST

GEORGE BUSH DR

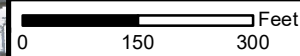
GEORGE BUSH DR W

WELLBORN RD

MARION PUGH DR

LUTHER ST W

Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. Map created by Ashley Dorsett on 06/20/2024.





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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300595 PROJECT#: ST1902/WA2301/NWV2502 BID#: n/a RFP#: n/a

Project Name / Contract Description: Marion Pugh Rehab / Real Estate Contract

Contract for the purchase of a Public Utility, Public Access and Landscape Easement.

Name of Contractor: College Station Treehouse, Ltd

CONTRACT TOTAL VALUE: \$ \$104,606.00

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

Debarment Check ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

The purchase price of the easement is \$104,606.00, which is equal to the appraised value.

Closing costs are estimated not to exceed \$2,000. Funds are available and budgeted for this purchase.

CRC Approval Date*: n/a **Council Approval Date*:** (If required)* 07/10/2025 **Agenda Item No*:** 2025-729

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

Insurance Certificates: **Performance Bond:** **Payment Bond:** **Form 1295:**

SIGNATURES RECOMMENDING APPROVAL


DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

6.24.25
DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE (the "Real Estate Contract") is made by and between COLLEGE STATION TREEHOUSE, LTD., a Texas limited partnership ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, whose mailing address is P. O. Box 9960, College Station, Brazos County, Texas 77842 ("BUYER"), upon the terms and conditions set forth herein:

ARTICLE I PURCHASE AND SALE

1.1 Property. SELLER agrees to sell and convey, and BUYER agrees to purchase and pay for a Public Utility, Public Access and Landscape Easement interest in that certain tract or parcel of land containing 7,504 square feet (0.1723 acre) of land, more or less, lying and being situated in the Joseph E. Scott League, Abstract No. 50, in College Station, Brazos County, Texas, being part of Lot 1R, Block 1, Treehouse Subdivision as described by replat recorded in Volume 3127, Page 13, of the Official Public Records of Brazos County, Texas, being a strip of land 10 feet in width along the northeast boundary of said Lot 1R, also being the southwest right-of-way boundary of Marion Pugh Drive; said 7,504 square feet (0.1723 acre) of land being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys, rights-of-way, rights of ingress and egress, together with SELLER's interest in any improvements and fixtures situated on and attached to PROPERTY, all of the foregoing including such real property, rights, improvements and appurtenances being herein referred to as the "PROPERTY", for the consideration and subject to the terms, provisions, and conditions set forth herein.

This Real Estate Contract by BUYER to purchase the PROPERTY is subject to approval by the City Manager of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this Real Estate Contract.

1.2 Title Commitment. BUYER has requested UNIVERSITY TITLE COMPANY (the "Title Company") to furnish a Commitment for Title Insurance ("Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Real Estate Contract.

1.3 Title Review. BUYER shall have a period of fifteen (15) business days (the "Title Review Period") following the effective date of this Real Estate Contract or following the receipt of the Title Commitment and all copies of the instruments referred to in Schedules B and C, whichever occurs last, to make exceptions by notifying SELLER of BUYER's objection to any item shown on or referenced by those documents ("Title Reviewable Matters"). Any Title Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted

by BUYER. If BUYER objects to any such Title Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

- (a) waive such objections and accept such title as SELLER is able to convey; or
- (b) terminate this Real Estate Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Real Estate Contract.

1.4 Survey. BUYER, at its expense, will provide a survey of PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by PROPERTY onto adjoining properties.

(a) **Survey Review Period.** BUYER shall have a period of fifteen (15) business days ("Survey Review Period") following the effective date of this Real Estate Contract or following the receipt of the Survey, whichever comes last, within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey ("Survey Reviewable Matter"). Any Survey Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

- (i) waive such objections and accept such title as SELLER is able to convey;
or
- (ii) terminate this Real Estate Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Real Estate Contract.

(b) **Survey Requirements.** The survey drawing shall be addressed to and certified in favor of the BUYER and UNIVERSITY TITLE COMPANY. The field note description along with the survey plat or diagram of PROPERTY as prepared by the surveyor shall be used in the respective conveyance documents.

1.5 Environmental Site Assessment. BUYER, at BUYER's expense, may obtain a Phase I Environmental Site Assessment to be performed on the PROPERTY not later than fifteen (15) days after the execution date of this Real Estate Contract. BUYER shall have a period of fifteen (15) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. BUYER, at its option, may elect to provide SELLER with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails to cure once BUYER provides

that opportunity, this Real Estate Contract shall be terminated and neither party will have any further liability.

BUYER and BUYER's representatives have SELLER's permission, at BUYER's risk and expense, to enter the PROPERTY at any reasonable time before closing to inspect the PROPERTY and conduct any and all investigations BUYER deems necessary, including surveys, environmental site assessments, and appraisals. No inspections, assessments or surveys of the PROPERTY by BUYER shall be conducted in a manner which disturbs or interferes with SELLER's use of the PROPERTY.

1.6 Taxes. When the conveyance of the PROPERTY is in fee simple, the parties agree that general real estate taxes on the PROPERTY for the then current year and all prior years, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at closing. For PROPERTY purchased in easement or right of way, SELLER shall pay any and all required property taxes for the current year if due and all prior years. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.7 Conveyance Documents. The sale of the PROPERTY shall be made by the Public Utility, Public Access and Landscape Easement conveying PROPERTY from SELLER to BUYER in the form prepared by BUYER as substantially set forth in **EXHIBIT B**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED FOUR THOUSAND SIX HUNDRED SIX AND NO/100 DOLLARS (\$104,606.00). The purchase price shall be payable in full at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform SELLER's obligations under this Contract.

(b) SELLER has no actual knowledge of any third parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession (excepting utility providers). Additionally, SELLER has no actual knowledge of any

action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated acquisition and use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Real Estate Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Real Estate Contract, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Real Estate Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Real Estate Contract, in which case neither party shall have any further obligation to the other.

(h) SELLER has no actual knowledge that the PROPERTY contains any environmental hazard.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER**

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Real Estate Contract and to carry out BUYER's obligations under this Real Estate Contract, and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been obtained.

**ARTICLE V
CLOSING**

5.1 The closing shall be held at UNIVERSITY TITLE COMPANY, within ONE HUNDRED EIGHTY (180) days from the full execution of this Real Estate Contract by BUYER and SELLER, or at such time and date as SELLER and BUYER may agree upon in writing ("Closing Date"). The City Manager for the BUYER is authorized to extend the time for closing if BUYER and SELLER agree to extend the time for closing.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Public Utility, Public Access and Landscape Easement prepared by BUYER conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Real Estate Contract in the event BUYER disapproves of any Reviewable Matter, which objection may be cured by SELLER on or prior to the closing as provided by Article I of this Real Estate Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER'S expense, a Title Policy insuring indefeasible title issued by UNIVERSITY TITLE COMPANY, in BUYER's favor in the full amount of the purchase price, insuring BUYER's easement interests in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay any and all required property taxes for the current year if due and all prior years.

(e) Pay any and all homeowner's or maintenance fees, if any, for all prior years and for the current year prorated up to the date of closing.

(f) Pay the costs to obtain, deliver and record any documents necessary to clear title associated with co-ownership, if any, required at closing.

(g) Pay the costs to obtain and deliver releases or partial releases of all liens, if any, to be released at closing.

(h) Pay the SELLER's attorney fees.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the purchase price.

(b) Pay the escrow fees of the title company and costs of tax certificates.

(c) Pay the title insurance premium.

(d) Prepare, at its cost, the Public Utility, Public Access and Landscape Easement document.

(e) Pay the costs to record releases or partial releases of all liens, if any, to be released at closing.

(f) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.

(g) Pay the BUYER's expenses or attorney fees.

(h) Pay the cost of the survey of the PROPERTY and pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

(i) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this Real Estate Contract.

(j) Pay for any and all environmental assessments and other inspections, if any.

ARTICLE VI BREACH BY SELLER

6.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Real Estate Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

(a) Enforce specific performance of this Real Estate Contract;

(b) Bring suit for damages against SELLER; and/or

(c) Terminate this Real Estate Contract in writing and initiate condemnation proceedings.

ARTICLE VII BREACH BY BUYER

7.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE VIII MISCELLANEOUS

8.1 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

8.2 Notice. Any notice required or permitted to be delivered by this Real Estate Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: COLLEGE STATION TREEHOUSE, LTD.,
a Texas limited partnership
Attention : Kenedia M. Chalmers
11767 Katy Freeway, Suite 150
Houston, Texas 77079-1792
Telephone: 832-978-3703
Email: kmcspecialized@gmail.com

BUYER: City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Facsimile: 979-764-3481

8.3 Texas Law to Apply. This Real Estate Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Real Estate Contract are to be performed in Brazos County, Texas.

8.4 Parties Bound. This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Real Estate Contract do so in their capacities

as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

8.5 Invalid Provision. In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Real Estate Contract or any amendments or exhibits hereto.

8.7 Prior Agreements Superseded. This Real Estate Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

8.8 Time of Essence. Time is of the essence to this Real Estate Contract.

8.9 Gender. Words of any gender used in this Real Estate Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

8.10 Multiple Counterparts. This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract it shall not be necessary to produce or account for more than one counterpart.

8.11 Real Estate Contract Execution. This Real Estate Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representative to this Real Estate Contract. Once this Real Estate Contract is executed by the SELLER, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by the City Council.

FULLY EXECUTED on this the _____ day of _____, 2025.

[Signatures and notary acknowledgments on following pages]

SELLER:

COLLEGE STATION TREEHOUSE, LTD.,
a Texas limited partnership

By: TREEHOUSE SUNFLOWER, INC.
a Texas corporation
Its General Partner

By: 
KENEDIA M. CHALMERS,
President and Director
Date: 6/11/2025

BUYER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

By: _____
JOHN P. NICHOLS, Mayor
Date: _____

ATTEST:

City Secretary

APPROVED:

BRYAN C. WOODS, City Manager
Date: _____

Assistant City Manager/CFO
Date: _____

City Attorney
Date: _____

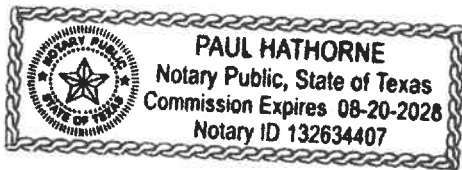
Attached Exhibits:
EXHIBIT A – field note description and survey diagram of PROPERTY – 7,504 square feet
EXHIBIT B – Public Utility, Public Access and Landscape Easement

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF HARRIS

This instrument was acknowledged before me on this 11th day of June, 2025, by KENEDIA M. CHALMERS, President and Director of TREEHOUSE SUNFLOWER, INC., a Texas corporation, General Partner of COLLEGE STATION TREEHOUSE, LTD., a Texas limited partnership, on behalf of said COLLEGE STATION TREEHOUSE, LTD., a Texas limited partnership.



Paul Hathorne

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2025, by JOHN P. NICHOLS, Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

EXHIBIT A TO REAL ESTATE CONTRACT

BASELINE | DCCM

Proposed 10' Easement
Along Marion Pugh Drive
Lot 1R, Block 1
Treehouse Subdivision
J.E. Scott league A-50
College Station, Texas
July 2024

All of that certain tract or parcel of land lying and being situated in the Joseph E. Scott league, abstract no. 50, in College Station, Brazos County, Texas, being part of Lot 1R, Block 1, Treehouse Subdivision as described by replat recorded in volume 3127, page 13 of the Official Public Records of Brazos County, Texas, being a strip of land 10 feet in width along the northeast boundary of said Lot 1R, also being the southwest right-of-way boundary of Marion Pugh Drive, and being more particularly described as follows:

Beginning at 1/2" iron rod found at the southeast corner of said Lot 1R, also being the northeast corner of that 5.880 acre tract described in the deed to CS MF24 I LLC recorded in volume 19209, page 110 of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 1 bears S 49° 29' 51" E – 2102.2 feet;

Thence N 22° 06' 58" W – 592.78 feet, along a northeast line of said Lot 1R and said southwest right-of-way boundary, to a TXDOT right-of-way monument (type II) found at the south corner point of that 0.2350 acre right-of-way parcel described in volume 13834, page 94 of the Official Public Records of Brazos County, Texas;

Thence N 35° 15' 48" W – 149.87 feet, through said Lot 1R, along a southwest line of said right-of-way parcel, to a TXDOT right-of-way monument (type II) found at an angle point;

Thence N 64° 37' 11" W – 20.40 feet, through said Lot 1R, along another southwest line of said right-of-way parcel, to the north corner point of this described easement tract, from where another TXDOT right-of-way monument (type II) found bears N 64° 37' 11" W – 131.2 feet;

Thence S 35° 15' 48" E – 166.50 feet, through said Lot 1R parallel and 10.00 feet southwest of a southwest line of said right-of-way, to an angle point of this described easement tract;

Thence S 22° 06' 58" E – 591.72 feet, through said Lot 1R parallel and 10.00 feet southwest of the northeast boundary of Lot 1R and southwest right-of-way boundary of Marion Pugh Drive, to the southwest corner of this described easement tract in the common boundary of Lot 1R and said 5.880 acre tract;

Thence N 67° 20' 50" E – 10.00 feet, along said common property line, to the Point of Beginning and containing 7,504 sq.ft. (0.1723 acre) of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, determined by GPS and checked between City of College Station control monuments no. 1 and no. 110 (N 36° 39' 12" W).

See separate survey plat dated July 2024.



EXHIBIT A TO REAL ESTATE CONTRACT

Existing Easements Notes:
Title Commitment CF No. 2404112CS
effective May 14, 2024 from
University Title Co. was relied upon
for existing easement research.

This tract may be affected by the
following blanket easements:
1. Electrical easement to City of
College Station - vol. 522, pg. 802
2. Cable TV Easement to McCaw
BCS Cablevision - vol. 805, pg. 809

The commencing point described for
the existing water line easements in
vol. 515, pg. 463 was determined
to be the north corner of the 6.655
acre tract described in vol. 478, pg.
231 at the southeast corner of the
30 easement shown as described in
vol. 559, pg. 476.

All existing easements may not be
shown.

Certification: This survey substantially
complies with the current Texas
Society of Professional Surveyors
Manual of Practice requirements for a
Category 1A, Urban Condition, Land
Title Survey of the subject tract.

July 2024



Bearings are Texas State Plane, Central
Zone NAD83 datum, determined by GPS
and checked between City of College
Station control monuments no. 1 and
no. 110 (N 36°39'12"W).

See separate metes and bounds
description prepared with this plat.

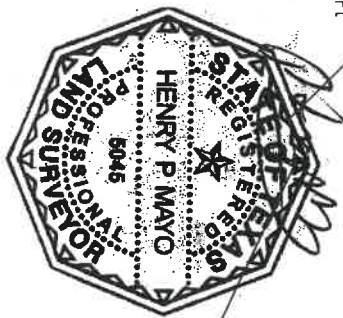
Lot 1R, Block 1

Treehouse Subdivision
vol. 3127, pg. 13

Lot 1R
Block 1

record owner -
College Station Treehouse, Ltd.
(rem. of) 8.72 acres
vol. 2172, pg. 14

Proposed 10' Easement
7,504 sq.ft. (0.1723 ac.)



Lot 1, Block 1
Callaway Subdivision
vol. 3127, pg. 13

existing 20' Water &
San. Sewer Easement
vol. 820, pg. 254 (CoCS)

existing 20' Water &
San. Sewer Easement
vol. 820, pg. 250 (CoCS)

1/2"IR found
T100T R.O.W. Mon.
(Type II)
N 64°37'11"W - 20.40'

1/2"IR found
T100T R.O.W. Mon.
(Type II)
N 35°15'48"E - 166.50'

Callaway House
Parking Subdivision
vol. 5038, pg. 284

McDonald's
Addition

(Geo. F.M. 2347
Bush Drive)

existing 30' Easement for
Public Utilities & Street
vol. 559, pg. 476 (CoCS)

Survey Control Note:
City of College Station GPS control mon.
no. 1 bears S 49°29'51"E-2102.2' from
the Point of Beginning (P.O.B.)

Callaway Subdivision
Phase Two
vol. 6869, pg. 99

BASELINE

DCCM

Baseline | DCCM | Txsurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurvey@cs.net

Proposed 10' Easement
Along Marion Pugh Drive
Lot 1R, Block 1
Treehouse Subdivision
J.E. Scott league A-50
College Station, Texas

EXHIBIT B TO REAL ESTATE CONTRACT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC UTILITY, PUBLIC ACCESS AND LANDSCAPE EASEMENT

DATE: _____, 2025

GRANTOR: COLLEGE STATION TREEHOUSE, LTD.,
a Texas limited partnership

GRANTOR'S MAILING ADDRESS: 11767 Katy Freeway, Suite 150
(including County) Harris County
Houston, Texas 77079-1792

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: P.O. Box 9960
Brazos County
College Station, Texas 77842

CONSIDERATION: \$10.00 and Other Good and Valuable Consideration

PROPERTY:

All that certain tract or parcel of land containing 7,504 square feet (0.1723 acre) of land, more or less, lying and being situated in the Joseph E. Scott League, Abstract No. 50, in College Station, Brazos County, Texas, being part of Lot 1R, Block 1, Treehouse Subdivision as described by replat recorded in Volume 3127, Page 13, of the Official Public Records of Brazos County, Texas, being a strip of land 10 feet in width along the northeast boundary of said Lot 1R, also being the southwest right-of-way boundary of Marion Pugh Drive; said 7,504 square feet (0.1723 acre)

EXHIBIT B TO REAL ESTATE CONTRACT

of land being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

This conveyance shall grant the rights herein specified only as to that portion of the above-described property more particularly described on the attached **EXHIBIT A**, known as the "Easement Area", and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the public use of the Easement Area for public access and to erect, construct and install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, make improvements to, and remove the following:

1. public accessways including but not limited to pedestrian walkways, sidewalks and bicycle paths;
2. any public improvements or structures as are reasonably necessary for the use of the public accessways, including but not limited to irrigation, benches, kiosks, trash receptacles, signage, emergency call boxes, public art, water features and bicycle racks;
3. landscaping;
4. electric transmission lines and electric distribution lines and related equipment; water lines and sanitary sewer lines, connecting lines, access facilities and related equipment; storm sewers and collection facilities; television, telephone and communications lines and related equipment; drainage ditches, drainage pipes and all other drainage structures, surface or subsurface and all associated facilities;

upon, over, under and across said Property as described and any ways, streets, roads, or alleys abutting same; and the right to cut, trim, and control the growth of trees and other vegetation within or along the Easement Area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any equipment, accessories, or operations and as may be necessary to prevent possible interference with the operation and maintenance of said equipment, accessories, or operations or to remove possible hazards thereto. It being understood and agreed that any and all equipment or structures placed upon the Easement Area by GRANTEE shall remain the property of GRANTEE.

GRANTOR hereby expressly acknowledges that it is the owner of this property.

GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of GRANTEE, if any.

EXHIBIT B TO REAL ESTATE CONTRACT

RESERVATIONS AND EXCEPTIONS:

1. Easements as set out on plat recorded in Volume 3127, Page 13, Official Public Records of Brazos County, Texas.
2. Right-of-Way Easement dated March 31, 1982, from Robert Callaway Corporation to the City of College Station, recorded in Volume 515, Page 463, Deed Records of Brazos County, Texas.
3. Right-of-Way Easement dated April 12, 1982, from The Robert Callaway Corporation to the City of College Station, Texas recorded in Volume 522, Page 802, Deed Records of Brazos County, Texas.
4. Street Easement (and public utilities) dated December 20, 1982, from VCS Associates, a Texas limited partnership, to the City of College Station, Brazos County, Texas, recorded in Volume 559, Page 476, Deed Records of Brazos County, Texas.
5. Easement dated June 28, 1985, from V.C.S. Associates to McCaw B.C.S. Cablevision, Inc., recorded in Volume 805, Page 809, Official Records of Brazos County, Texas.
6. Utility Easement dated August 22, 1985, from VCS Associates to the City of College Station, Texas, recorded in Volume 820, Page 250, Official Records of Brazos County, Texas.
7. Memorandum of Lease – executed July 12, 2011, by Coinmach, recorded in Volume 10293, Page 219, of the Official Public Records of Brazos County, Texas, serving as notice that College Station Treehouse, Ltd. as owner or agent for the owner of the premises commonly known as Treehouse Apartments as Lessor and Coinmach as Lessee did execute a written lease agreement.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

[Signatures and Notary Acknowledgments on following pages]

EXHIBIT B TO REAL ESTATE CONTRACT

COLLEGE STATION TREEHOUSE, LTD.,
a Texas limited partnership

By: TREEHOUSE SUNFLOWER, INC.
a Texas corporation
Its General Partner

By: _____
KENEDIA M. CHALMERS,
President and Director

**APPROVED AS TO FORM
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.**

City Attorney

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF HARRIS

This instrument was acknowledged before me on this _____ day of _____, 2025, by KENEDIA M. CHALMERS, President and Director of TREEHOUSE SUNFLOWER, INC., a Texas corporation, General Partner of COLLEGE STATION TREEHOUSE, LTD., a Texas limited partnership, on behalf of said COLLEGE STATION TREEHOUSE, LTD., a Texas limited partnership.

NOTARY PUBLIC in and for the State of Texas

EXHIBIT B TO REAL ESTATE CONTRACT

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of liens(s) on the fee simple title to the Easement Property, consents to the above grant of this Public Utility, Public Access and Landscape Easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of this Public Utility, Public Access and Landscape Easement, such that a foreclosure of the lien(s) will not extinguish the rights and interests of this Public Utility, Public Access and Landscape Easement.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF HARRIS

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____, _____, of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:

City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:

City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT B TO REAL ESTATE CONTRACT

EXHIBIT A

BASELINE | **DCCM**

Proposed 10' Easement
Along Marion Pugh Drive
Lot 1R, Block 1
Treehouse Subdivision
J.E. Scott league A-50
College Station, Texas
July 2024

All of that certain tract or parcel of land lying and being situated in the Joseph E. Scott league, abstract no. 50, in College Station, Brazos County, Texas, being part of Lot 1R, Block 1, Treehouse Subdivision as described by replat recorded in volume 3127, page 13 of the Official Public Records of Brazos County, Texas, being a strip of land 10 feet in width along the northeast boundary of said Lot 1R, also being the southwest right-of-way boundary of Marion Pugh Drive, and being more particularly described as follows:

Beginning at 1/2" iron rod found at the southeast corner of said Lot 1R, also being the northeast corner of that 5.880 acre tract described in the deed to CS MF24 I LLC recorded in volume 19209, page 110 of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 1 bears S 49° 29' 51" E – 2102.2 feet;

Thence N 22° 06' 58" W – 592.78 feet, along a northeast line of said Lot 1R and said southwest right-of-way boundary, to a TXDOT right-of-way monument (type II) found at the south corner point of that 0.2350 acre right-of-way parcel described in volume 13834, page 94 of the Official Public Records of Brazos County, Texas;

Thence N 35° 15' 48" W – 149.87 feet, through said Lot 1R, along a southwest line of said right-of-way parcel, to a TXDOT right-of-way monument (type II) found at an angle point;

Thence N 64° 37' 11" W – 20.40 feet, through said Lot 1R, along another southwest line of said right-of-way parcel, to the north corner point of this described easement tract, from where another TXDOT right-of-way monument (type II) found bears N 64° 37' 11" W – 131.2 feet;

Thence S 35° 15' 48" E – 166.50 feet, through said Lot 1R parallel and 10.00 feet southwest of a southwest line of said right-of-way, to an angle point of this described easement tract;

Thence S 22° 06' 58" E – 591.72 feet, through said Lot 1R parallel and 10.00 feet southwest of the northeast boundary of Lot 1R and southwest right-of-way boundary of Marion Pugh Drive, to the southwest corner of this described easement tract in the common boundary of Lot 1R and said 5.880 acre tract;

Thence N 67° 20' 50" E – 10.00 feet, along said common property line, to the Point of Beginning and containing 7,504 sq.ft. (0.1723 acre) of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, determined by GPS and checked between City of College Station control monuments no. 1 and no. 110 (N 36° 39' 12" W).

See separate survey plat dated July 2024.



EXHIBIT A

Page 103 of 323

APPRAISAL REPORT

COLLEGE STATION TREEHOUSE, LTD. TRACT
200 MARION PUGH DR
COLLEGE STATION, TEXAS 77840
CBRE GROUP, INC. FILE NO. CB24US090834-1

CITY OF COLLEGE STATION



1803 Broadway, Suite 825
 San Antonio, TX 78215
 T 210-225-1000
 F 210-340-1821
 www.cbre.com

February 5, 2025

Ms. Ashley Dorsett
 CITY OF COLLEGE STATION
 P.O. Box 9960
 College Station, Texas 77842

RE: Appraisal of: College Station Treehouse, Ltd. Tract
 200 Marion Pugh Dr
 College Station, Brazos County, Texas
 CBRE, Inc. File No. CB24US090834-1

Dear Ms. Dorsett:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the proposed easement acquisition. Our analysis is presented in the following appraisal report.

The subject is an 8.32-acre tract of improved land located at 200 Marion Pugh Dr in College Station, Brazos County, Texas. Based on the site inspection, review of the appraisal district records, and analysis of aerial imagery, the subject is improved with multi-family residential structures and related accessory and site improvements. The primary improvements are situated a significant distance from the proposed acquisition area and will not be impacted by the partial acquisition. Therefore, they are excluded from this analysis, and the subject is valued as effectively vacant land. Only the affected landscaping located within the partial acquisition area is included in this analysis. This assignment was to develop an opinion of market value of the fee simple interest in the property and the recommended compensation for a proposed 0.1723-acre easement.

Based on the analysis contained in the following report, the appraiser's opinion of total compensation is concluded as follows:

CONCLUDED MARKET VALUE		
Larger Parcel (Land and Affected Improvements)	\$4,349,028	
Part(s) Being Acquired		\$89,148
Remainder Before Consideration of Damages	\$4,259,880	
Remainder After Consideration of Damages	\$4,259,880	
Net Damages or Benefits		\$0
Net Cost to Cure		\$15,458
Total Compensation		\$104,606

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and

conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The appraisal problem, as applied to the subject, is to determine the property's market value. "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." City of Austin v. Cannizzo, 267 S.W.2d 808 (Tex. 1954)

The intended use and user of our report are specifically identified in our report as agreed upon in my contract for services and/or reliance language retained in the appraiser's workfile. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

The report is not the appraisal but is the reporting of the appraisal to the named client or named intended user. Anyone else who attempts to rely on an appraisal report that is not a named user may be misled by the report. If you are not the client, you have no way of knowing if a later appraisal was done that replaces this report. Any changes will result in a different report date. Accordingly, this document may no longer contain the appraisers' opinions. Any subsequent reports, with a later report date, voids this document even to the client or intended user.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Bradley A. Bujan, MAI
Executive Vice President



Mattie C. Whatley
Senior Appraiser



Ryan King
First Vice President

Subject Aerial with Acquisition Overlay



Aerial View of Subject and Acquisition

The proposed easement is noted in green. The image and outlines above are presented to merely assist the reader in visualizing the subject. They are not a legal representation or considered to represent a survey of the subject.

July 10, 2025

Item No. 7.6.

IDIQ Prequalification-Real Estate Services

Sponsor: Brett Cast , Assistant Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the City's Indefinite Delivery/Indefinite Quantity (IDIQ) for real estate services.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the firms as being prequalified.

Summary: On May 21, 2025, the City of College Station received two (2) Statements of Qualifications (SOQs) for Real Estate Services in response to the Request for Qualifications (RFQ) No. 25-055 issued on April 7, 2025. The RFQ provided interested firms with information necessary to prepare and submit their qualifications for the category of Real Estate Services. These services include activities relating to the acquisition or disposition of easements, right-of-way and/or land by the City.

The SOQs were reviewed by a committee consisting of staff members from Capital Projects.

Firms were selected based on the following criteria:

- 40 points: Firm's General Qualifications and Experience
The extent to which the firm has available personnel with the necessary relevant background, training and experience to perform the services.
- 60 points: Proposed Personnel, Relevant Experience, Technical Qualifications and Previous Performance
Experience with similar projects, technical qualifications (including resumes) and previous experience with the City of College Station and/or surrounding areas.

Staff recommends approval of the following firms as prequalified firms for Real Estate Services:

- Stateside Right of Way Services, LLC.
- Colliers Engineering & Design, Inc.

When the City identifies a need for Real Estate Services, the City may utilize the IDIQ prequalified firm list. City staff can utilize a firm's services on an on-call, as needed basis for a period of three (3) years. This term may be extended for up to two (2) additional one (1) year terms.

Budget & Financial Summary: N/A

Attachments:

None

July 10, 2025
Item No. 7.7.
Brazos County MUD No. 1 Bond Resolution

Sponsor: Jeff Kersten, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not exceed \$14,500,000 for road improvements.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): City staff recommends adoption of the Resolution.

Summary: On January 9, 2014, the City Council passed Resolution No. 01-09-14-01 adopting a policy on creation, operation, and dissolution of Municipal Utility Districts located within the City's incorporated limits or its extraterritorial jurisdiction. Pursuant to the policy, the City Council consented to the formation of Brazos County Municipal District No. 1 within the City's extraterritorial jurisdiction (the "District"). by resolution No. 03-27-14-01, passed on March 27, 2014. In further compliance with the policy, the City and the District entered into a Utility Agreement between the City of College Station and Brazos County MUD No. 1 on May 16, 2016. Pursuant to the Utility Agreement, the District is authorized to issue, sell, and deliver bonds in compliance with the City's policy and with the City Council's approval.

In order for the bond issuance to proceed, the district's draft resolution authorizing the bonds must be approved by the City Council to the extent that such resolution is in compliance with the City's policy.

The District's representatives met with the City Manager's Office and the Fiscal Services Department on June 18th, 2025 to discuss this matter.

Budget & Financial Summary: There is no financial impact to the City regarding this resolution.

Attachments:

1. 2025 Bonds - City Resolution Approving Bonds 1
2. Exhibit A - 2025 Bonds - Bond Resolution 1
3. BCMUD 1 - Series 2025 - No Growth Cash Flow (06.11.25)
4. Brazos County MUD 1 POS - (6.10.25)
5. Brazos County MUD 1 - Preliminary Timetable (06.11.25)
6. BCMUD 1 - Bond Application No. 3 - Projected Debt Service Schedule (06.11.25)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CONSENTING TO THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2025, FOR THE BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 IN AN AMOUNT NOT TO EXCEED \$14,500,000.00.

WHEREAS, On January 9, 2014, the City Council of the City of College Station, Texas, passed Resolution No. 01-09-14-01 adopting a city policy setting out the creation, operation, and dissolution of municipal utility districts located within the City's incorporated limits or its extraterritorial jurisdiction (the Policy); and

WHEREAS, on March 27, 2014, the City Council of the City of College Station, Texas, consented to the creation of Brazos County Municipal Utility District No. 1 (the District) by Resolution No. 03-27-14-01; and

WHEREAS, on May 16, 2016, the City Council of the City of College Station, Texas, approved a Utility Agreement Between the City of College Station and the Brazos County MUD No. 1 (Contract No. 10300449) and a subsequent amendment on December 2, 2016; and

WHEREAS, the Utility Agreement authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City's Consent Resolution; and

WHEREAS, the Utility Agreement further requires that the authorizing resolution of the Board of Directors must be approved by the City Council to the extent such resolution is in compliance with the City's Policy; and

WHEREAS, after reviewing the preliminary official statement and other supporting documents furnished by the District, the City has determined that the issuance of Unlimited Tax Bonds, Series 2025, in an amount not to exceed **\$14,500,000.00** is in accordance with the Utility Agreement, adopted resolutions, and all other agreements between the City and the District; now, therefore,

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

PART 1: That the facts and recitations set forth in this Resolution are declared true and correct.

PART 2: That the City Council hereby consents to the sale and issuance of Unlimited Tax Bonds, Series 2025, in an amount not to exceed **\$14,500,000.00** as authorized by the District's Board of Directors by resolution in substantially the form as attached herein in **Exhibit A**.

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

ADOPTED this 26th day of June, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$14,500,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX BONDS, SERIES 2025**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at an election held in the District on November 5, 2019; and

WHEREAS, the Board of Directors of the District hereby determines that bonds in the amount of \$14,500,000 should be issued, as a portion and the third installment of the \$235,600,000 bonds voted at such election, leaving the remaining \$215,005,000 of such bonds, and any other bonds as may hereinafter be authorized by the District voters, to be issued at a later date; Now, Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

1. Definitions. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

“Accounting Principles” means the accounting principles described in the notes to the Audit as such principles may be changed from time to time to comply with State laws or regulations.

“Act” means Chapters 49 and 54, Texas Water Code.

“Annual Financial Information and Operating Data” means the financial information and operating data of the general type included in the final Official Statement authorized by this Resolution under the headings “FINANCIAL STATEMENT (UNAUDITED),” “TAX DATA,” “DEBT SERVICE REQUIREMENTS,” and in “APPENDIX A” (Independent Auditor’s Report and Financial Statements).

“Audit” means the audited financial statements of the District prepared by an independent auditor in accordance with the rules of the Texas Commission on Environmental Quality in effect at such time.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

“Board” means the Board of Directors of the District.

“Bond” or “Bonds” means one or more bonds of the issue of Brazos County Municipal Utility District No. 1 Unlimited Tax Bonds, Series 2025, authorized in this Resolution, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to remain closed.

“Capital Projects Fund” means the fund referred to in this Resolution.

“Closing Date” means August 19, 2025.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debt Service Fund” means the debt service fund confirmed in this Resolution.

“District” means Brazos County Municipal Utility District No. 1.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“Financial Obligation” shall have the meaning of such word as used under the Rule.

“Initial Bond” means the Initial Bond authorized by Section 4 of this Resolution.

“Initial Purchaser” means the initial purchaser of the Bonds identified in Section 23 of this Resolution.

“Interest Payment Date,” when used in connection with any Bond, means September 1, 2025, and each March 1 and September 1 thereafter until maturity or prior redemption of such Bond.

“Material” shall have the meaning of such word as used under federal securities laws.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person” shall have the meaning of such word as used under the Rule.

“Paying Agent” means the Registrar.

“Record Date” means, for any Interest Payment Date, the fifteenth calendar day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Registered Owner.

“Registered Owner” means any person who shall be the registered owner of any outstanding Bond.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Houston, Texas, and its successors in that capacity.

“Resolution” as used herein and in the Bonds means this Resolution authorizing the Bonds.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

2. Authorization. The Bonds shall be issued in fully registered form, without coupons, in the total aggregate amount of FOURTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$14,500,000) for the purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for, inside and outside the district’s boundaries, any and all district works, improvements, facilities, plants, equipment, and appliances needed to provide a waterworks system, sanitary sewer system, and drainage and storm sewer system, including, but not limited to, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation) and all additions to such systems and all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights necessary or convenient therefor and administrative facilities needed in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 59 of Article XVI, Constitution of Texas, and the Act.

3. Designation, Date, and Interest Payment Dates. The Bonds shall be designated as the "BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 UNLIMITED TAX BONDS, SERIES 2025," and shall be dated August 1, 2025. The Bonds shall bear interest at the rates set forth below from the later of August 1, 2025, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, interest payable on September 1, 2025, and semiannually thereafter on each March 1 and September 1 until maturity or prior redemption.

4. Initial Bond; Interest Rates; Maturities; Principal Amounts and Denominations. The Bonds shall be issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature on September 1 in each of the years and in the amounts set out in such schedule. The Initial Bond shall be numbered IB-1 and all other Bonds shall be numbered in sequence beginning with R-1. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

<u>Principal Amount</u>	<u>Year</u>	<u>Interest Rate</u>
\$ 325,000	2026	
340,000	2027	
355,000	2028	
370,000	2029	
390,000	2030	
405,000	2031	
425,000	2032	
445,000	2033	
465,000	2034	
485,000	2035	
505,000	2036	
530,000	2037	
550,000	2038	
575,000	2039	
600,000	2040	
630,000	2041	
660,000	2042	
685,000	2043	
720,000	2044	
750,000	2045	
785,000	2046	

820,000	2047
855,000	2048
895,000	2049
935,000	2050

5. Optional and Mandatory Redemption. Portions of the Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution. In addition, portions of the Bonds are subject to mandatory redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. The Registrar shall select the particular Bonds to be redeemed within any given maturity by lot or other random selection method. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with this Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least 30 days prior to the date fixed for redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

6. Execution of Bonds; Seal. The Bonds shall be signed by the President or Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, (the "Initial Bond"), payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the President or Vice President and Secretary or Assistant Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver Bonds to DTC in accordance with Section 13.

7. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in this Resolution shall be attached or affixed to the Bonds to be initially issued.

8. Authentication. Except for the Initial Bond, which need not be authenticated by the Registrar, in the event the Book-Entry-Only system is discontinued, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in this Resolution, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of and interest on the Bonds are payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America. Principal is payable upon presentation and surrender of the

Bonds as they respectively become due and payable, whether at maturity or by prior redemption, at the principal payment office of the Registrar in Houston, Texas. Interest is payable by check or draft dated as of the Interest Payment Date, mailed by the Registrar on each Interest Payment Date to the Registered Owner of record as of the Record Date, first class, postage prepaid, to the address of such Registered Owner as shown in the Register, or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner. Any accrued interest payable at maturity on a Bond shall be paid upon presentation and surrender of such Bond at the operations office of the Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date such payment was originally due.

10. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a national or state banking institution, which shall be organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and which shall be subject to supervision or examination by federal or state authority, to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or Interest Payment Date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

11. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Record Date, to each affected Registered Owner of record as of the close of business on the day prior to the mailing of such notice.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Registered Owner of such Bond for the purpose of making and receiving

payment of principal or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Book-Entry-Only System. (a) The Initial Bond shall be registered in the name of Cede & Co. Except as provided in this Section 13 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the resolution of the respective Registered Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Registrar of written notice to the effect that

DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to interest checks being mailed to the Registered Owner of record as of the Record Date, the phrase "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(c) The execution and delivery of the Blanket Issuer Letter of Representations is hereby approved with such changes as may be approved by the President or Vice President of the Board, and the President or Vice President of the Board is hereby authorized and directed to execute such Blanket Issuer Letter of Representations.

14. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

15. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

16. Registration, Transfer, and Exchange. This section is subject to the provisions of Section 13, entitled "Book-Entry-Only System." So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the operations office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form

for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

17. Mutilated, Lost, or Stolen Bonds. Subject to the provisions of Section 13, entitled "Book-Entry-Only System," upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Registered Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the District to hold them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

18. Cancellation of Bonds. Subject to the provisions in Section 13, entitled "Book-Entry-Only System," all Bonds paid in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. Upon request, the Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

19. Forms. The form of the Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the purchaser:

a. Form of Bond

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
NUMBER
R-__

REGISTERED

\$_____

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX BOND
SERIES 2025

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP NO.:
		August 1, 2025	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 (the "District") promises to pay to the Registered Owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of the registrar (the "Registrar"), initially, The Bank of New York Mellon Trust Company, N.A., in Houston, Texas, the principal amount identified above, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of August 1, 2025, or the most recent interest payment date to which interest has been paid or duly provided for. Principal of and interest on this Bond are payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. Interest on this Bond is payable by check or draft on each September 1 and March 1 until the earlier of maturity or prior redemption, beginning on September 1, 2025, mailed to the Registered Owner as shown on the books of registration kept by the Registrar as of the fifteenth day of the month next preceding each interest payment date (the "Record Date"), or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner. The Bond is dated as of the Issue Date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$14,500,000 (the "Bonds"), issued for the purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for, inside and outside the district's boundaries, any and all district works, improvements, facilities, plants, equipment, and appliances needed to provide a waterworks system, sanitary sewer system, and drainage and storm sewer system, including, but not limited to, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation) and all additions to such systems and all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights necessary or convenient therefor and administrative facilities needed in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 49 and 54 of the Texas Water Code, and by authority of an election held for and within the District on November 5, 2019, and pursuant to a resolution adopted by the Board of Directors on July 17, 2025 (the "Resolution").

THIS BOND, and the other Bonds of the series of which it is a part, are payable from the proceeds of an annual ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Resolution for a complete description of the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the Registered Owners of the Bonds, the District and the Registrar; and the terms upon which the Bonds are, and are to be, registered and delivered.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Bonds maturing on or after September 1, 2031, prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000, on September 1, 2030, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. The Registrar shall select the particular Bonds to be redeemed within any given maturity by lot or other random selection method. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with the provisions of the Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered. Reference is made to the Resolution for complete details concerning the manner of redeeming the Bonds.

IN ADDITION TO BEING SUBJECT TO OPTIONAL REDEMPTION, THE BONDS ISSUED AS TERM BONDS maturing on September 1, in each of the years _____, _____ and _____ (collectively, the "Term Bonds") are subject to mandatory redemption

prior to maturity in the following amounts (subject to reduction as hereinafter provided), on the following dates ("Mandatory Redemption Dates"), at a price equal to the principal amount redeemed plus accrued interest to each Mandatory Redemption Date, subject to the conditions set forth below:

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20 (maturity)	\$

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20 (maturity)	\$

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20	\$
September 1, 20 (maturity)	\$

ON OR BEFORE 30 days prior to each Mandatory Redemption Date set forth above, the Registrar shall (i) determine the principal amount of such Term Bond that must be mandatorily redeemed on such Mandatory Redemption Date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, by lot or other customary random method, the Term Bond or portions of the Term Bond of such maturity to be mandatorily redeemed on such Mandatory Redemption Date, and (iii) give notice of such redemption as provided in the Bond Resolution. The principal amount of any Term Bond to be mandatorily redeemed on such Mandatory Redemption Date shall be reduced by the principal amount of such Term Bond which, by the 45th day prior to such Mandatory Redemption Date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the District to the Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.

NOTICE OF ANY REDEMPTION shall be given at least 30 days prior to the date fixed for redemption by first class mail, addressed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed

shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the operations office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the operations office of the Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

NEITHER THE DISTRICT nor the Registrar shall be required to transfer or exchange any Bond during the period beginning on a Record Date and ending on the next succeeding interest payment date or to transfer or exchange any Bond called for redemption during the 30-day period prior to the date fixed for redemption of such Bond.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Resolution.

THE DISTRICT has covenanted in the Resolution that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed first class, postage prepaid, to each Registered Owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Directors and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Directors, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

BRAZOS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

(SEAL)

President, Board of Directors

Secretary, Board of Directors

b. Form of Registration Certificate of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

c. Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Resolution described in the text of this Bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of a series which was originally approved by the Attorney General of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust
Company, N.A.

By: _____
Authorized Signature
Date of Authentication:

d. Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

e. The Initial Bond shall be in the form set forth in paragraphs a, b, and d of this Section, except for the following alternations:

i. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP No." deleted;

ii. in the first paragraph of the Bond, the words "on the maturity date specified above," "the principal amount identified above," and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " . . . , with such principal to be paid in installments on September 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in Section 4]

iii. the Initial Bond shall be numbered IB-1.

20. Legal Opinion; CUSIP; Bond Insurance. The approving opinion of Allen Boone Humphries Robinson LLP, Houston, Texas, and CUSIP numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds. If bond insurance is obtained by the purchaser, the Bonds may bear an appropriate legend as provided by the insurer.

21. Debt Service Fund; Tax Levy. The Debt Service Fund is hereby confirmed and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Resolution shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning in the current year, a continuing direct annual ad valorem tax, without legal limit as to rate, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and full allowance being made for funds available and allocated from other sources to pay debt service, delinquencies, costs of collection, and Paying Agent/Registrar fees, and said taxes are

hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

There is hereby appropriated from the proceeds of sale of the Bonds twelve (12) months' interest on the Bonds, which amount shall be deposited into the Debt Service Fund and used to pay interest on the Bonds, and such amount shall be used for no other purpose.

22. Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the President or Vice President and Secretary or Assistant Secretary of the Board and other appropriate officials and agents of the District to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of Texas, for examination and approval. After the Bonds to be initially issued have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Bonds to be initially issued, the Comptroller of Public Accounts (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

23. Sale; Proceeds. The sale and delivery of the Bonds to _____ (herein referred to as the "Initial Purchaser") at a price of \$_____, plus accrued interest thereon to date of delivery, is hereby authorized, approved, ratified and confirmed, subject to the approving opinion as to the legality of the Bonds of the Attorney General of Texas, and of Allen Boone Humphries Robinson LLP, Houston, Texas, bond counsel. It is hereby found and declared that the Initial Purchaser's bid produced the lowest net effective interest rate for the Bonds after advertisement and public sale, and that the net effective interest rate resulting from such bid is _____%, which rate is less than the maximum rate permitted by law and is determined to be in the District's best interest, per Section 1201.022(a)(3)(B) of the Government Code.

Capitalized and accrued interest on the Bonds shall be deposited into the Debt Service Fund upon receipt. The remaining proceeds of sale of the Bonds shall be deposited into the Capital Projects Fund and shall be used for the purposes set forth in this Resolution and to pay costs of issuance. After the entire system described in this Resolution is constructed, any remainder shall be transferred to the Debt Service Fund, in accordance with the applicable laws and regulations, in effect at such time.

24. Investments. Moneys deposited into the Debt Service or Capital Projects Funds and any other fund or funds that the District may lawfully create may be invested or reinvested in authorized investments. All investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys

for such investments were taken; provided, however, that in the discretion of the Board of Directors the profits realized from and interest accruing on investments made from any fund may be transferred to the Debt Service Fund.

25. Defeasance and Refunding. The District reserves the right to defease or refund the Bonds in any manner provided by law.

26. Remedies in Event of Default. In addition to all of the rights and remedies provided by laws of the State of Texas, the District further covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Debt Service Fund or any other fund or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution, the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Resolution. Any delay or omission to exercise any right or power occurring upon any default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

27. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section 27; provided, however, that the District shall not be required to comply with any particular requirement of this Section 27 if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 27 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 27.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of

property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issue of the District or moneys which do not represent gross proceeds of any bonds of the District,

(ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) Continuing Obligation. Notwithstanding any other provision of this Resolution, the District's obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds.

28. Qualified Tax-Exempt Obligations. The District does not designate the Bonds as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code.

29. Official Statement. The District ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering of the Bonds and hereby authorizes and approves the amendment of the Preliminary Official Statement to add the terms of the Initial Purchaser's bid and to make any other changes necessary to comply with the provisions of this Resolution and existing law. The use of such final Official Statement in the reoffering of the Bonds by the Initial Purchaser is hereby approved and authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

30. Continuing Disclosure Undertaking.

(a) Annual Reports. The District shall provide annually to EMMA, within six months after the end of each fiscal year of the District ending in or after 2025, Annual Financial Information and Operating Data with respect to the District. Any financial statements so provided shall be (1) prepared in accordance with the Accounting Principles described in this Resolution and (2) audited, if the District commissions an

audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to EMMA within such six month period, and audited financial statements, when the audit report on such statements becomes available.

If the District changes its fiscal year, the District will notify EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's internet website or filed with the SEC.

All documents provided to EMMA by the District pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

The District shall notify EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this subsection (a) by the time required by this subsection (a).

(b) Event Notices. The District shall notify EMMA, in a timely manner, not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if Material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other Material notices or determinations with respect to the tax status of the Bonds, or other Material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if Material;
- (8) Bond calls, if Material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the Bonds, if Material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District or other Obligated Person;
- (13) Consummation of a merger, consolidation, or acquisition involving the District or other Obligated Person or the sale of all or substantially all of the assets of the District or other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if Material;
- (15) Incurrence of a Financial Obligation of the District or other Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District or other Obligated Person, any of which affect Beneficial Owners of the Bonds, if Material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or other Obligated Person, any of which reflect financial difficulties.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an Obligated Person with respect to the Bonds, except that the District in any event will give the notice required by subsection (b) of this Section of any Bond calls and defeasance that cause the District to be no longer such an Obligated Person.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District but only if the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the original primary offering of the Bonds in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

31. Related Matters. To satisfy in a timely manner all of the District's obligations under this Resolution, the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all

things necessary and/or convenient to carry out the terms and purposes of this Resolution.

32. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

33. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Resolution, against any official or employee of the District or any person executing any Bonds.

34. District's Successors and Assigns. Whenever in this Resolution the District is named and referred to it shall be deemed to include its successors and assigns, and all covenants and agreements in this Resolution by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

35. Benefits of Resolution Provisions. Nothing in this Resolution or in the Bonds, expressed or implied, shall give or be construed to give any person, firm or corporation, other than the District, the Registrar and the Registered Owners, any legal or equitable right or claim under or in respect of this Resolution, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions contained in this Resolution or in the Bonds being for the sole benefit of the District, the Registrar and the Registered Owners.

36. Severability Clause. If any word, phrase, clause, sentence, paragraph, section or other part of this Resolution, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Resolution to any other persons or circumstances shall not be affected thereby.

37. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code and Section 49.063, Texas Water Code.

38. Texas Attorney General Approval. It is hereby determined that the President, Vice President, Secretary or Assistant Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized to initiate an action under Chapter 1205, Texas Government Code, as amended, to obtain a declaratory judgment as deemed necessary and appropriate in connection with the issuance of the Bonds. The Board shall be authorized to engage on behalf of the District, and on terms

and conditions deemed reasonable and appropriate, such legal counsel and other consultants in connection with such action. The Board and Bond Counsel for the District are directed to provide such assistance as may be reasonably required in connection with such action.

EXECUTION PAGE FOLLOWS

PASSED AND APPROVED on this 17th day of July, 2025.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

I, the undersigned officer of the Board of Directors of Brazos County Municipal Utility District No. 1, hereby certify as follows:

1. The Board of Directors of Brazos County Municipal Utility District No. 1 convened in regular session on July 17, 2025, and the roll was called of the members of the Board:

Robert "Hunter" Goodwin	President
Charles Moreau	Vice President
Lawrence B. Hodges, Jr.	Secretary
Kyle Davis	Assistant Secretary
Brian G. Fisher	Assistant Vice President

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF \$14,500,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX BONDS, SERIES 2025

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code and Section 49.063, Texas Water Code.

SIGNED AND SEALED on this 17th day of July, 2025.

(SEAL)

Secretary, Board of Directors

Brazos County Municipal Utility District No. 1
Series 2025
Growth Cash Flow

								Series 2025 (f)											
Tax Roll	Taxable	Tax Rate	Projected	Tax Rate	Projected	Tax Rate	Projected	Available for	Beginning Debt	Investments	Capitalized	Total	Total Existing	Series 2025 (f)			Projected Total	Ending Debt	Percentage of
January 1	Assessed Value	(M&O)	Collections at 95%	(Maintenance Roads)	Collections at 95%	(Debt)	Collections at 95%	Calendar Year	Service Fund Balance (c)	Earnings at 4.50%	Interest (d)	Available Funds	Debt Service (e)	Principal	Interest	Debt Service	Debt Service	Service Fund Balance	Next Year's Debt Service
2024	\$ 177,468,086 (a)	0.2350	\$ 396,198	0.0150	\$ 25,289	0.750000		2025	\$ 1,171,125		652,500	\$ 1,823,625	\$ 660,830	\$ -	\$ -	\$ -	\$ 660,830	\$ 1,162,795	58.26%
2025	254,241,366 (b)	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2026	1,162,795	52,326	-	3,243,967	984,066	305,000	706,875	1,011,875	1,995,941	1,248,026	63.70%
2026	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2027	1,248,026	56,161		3,333,033	980,491	340,000	638,775	978,775	1,959,266	1,373,767	70.11%
2027	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2028	1,373,767			3,402,613	981,105	355,000	623,475	978,475	1,959,580	1,443,033	73.88%
2028	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2029	1,443,033			3,471,879	975,583	370,000	607,500	977,500	1,953,083	1,518,796	77.40%
2029	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2030	1,518,796			3,547,642	981,399	390,000	590,850	980,850	1,962,249	1,585,394	80.92%
2030	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2031	1,585,394			3,614,240	981,015	405,000	573,300	978,300	1,959,315	1,654,925	84.01%
2031	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2032	1,654,925			3,683,771	989,946	425,000	555,075	980,075	1,970,021	1,713,750	86.83%
2032	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2033	1,713,750			3,742,596	992,819	445,000	535,950	980,950	1,973,769	1,768,827	89.30%
2033	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2034	1,768,827			3,797,673	999,820	465,000	515,925	980,925	1,980,745	1,816,928	91.73%
2034	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2035	1,816,928			3,845,774	1,000,723	485,000	495,000	980,000	1,980,723	1,865,052	94.48%
2035	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2036	1,865,052			3,893,898	995,819	505,000	473,175	978,175	1,973,994	1,919,904	96.94%
2036	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2037	1,919,904			3,948,750	1,000,131	530,000	450,450	980,450	1,980,581	1,968,169	98.90%
2037	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2038	1,968,169			3,997,015	1,008,431	555,000	426,600	981,600	1,990,031	2,006,984	101.25%
2038	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2039	2,006,984			4,035,830	1,005,638	575,000	401,625	976,625	1,982,263	2,053,567	102.55%
2039	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2040	2,053,567			4,082,413	1,021,850	605,000	375,750	980,750	2,002,600	2,079,813	104.00%
2040	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2041	2,079,813			4,108,659	1,021,350	630,000	348,525	978,525	1,999,875	2,108,784	104.91%
2041	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2042	2,108,784			4,137,630	1,029,838	660,000	320,175	980,175	2,010,013	2,127,618	105.20%
2042	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2043	2,127,618			4,156,464	1,041,925	690,000	290,475	980,475	2,022,400	2,134,064	105.06%
2043	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2044	2,134,064			4,162,910	1,051,919	720,000	259,425	979,425	2,031,344	2,131,566	104.64%
2044	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2045	2,131,566			4,160,412	1,060,114	750,000	227,025	977,025	2,037,139	2,123,274	104.08%
2045	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2046	2,123,274			4,152,120	1,061,685	785,000	193,275	978,275	2,039,960	2,112,160	108.61%
2046	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2047	2,112,160			4,141,006	966,844	820,000	157,950	977,950	1,944,794	2,196,212	112.08%
2047	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2048	2,196,212			4,225,058	978,379	860,000	121,050	981,050	1,959,429	2,265,629	115.88%
2048	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2049	2,265,629			4,294,476	977,743	895,000	82,350	977,350	1,955,093	2,339,383	118.93%
2049	254,241,366	0.1500	362,294	0.0100	24,153	0.840000	2,028,846	2050	2,339,383			4,368,229	989,925	935,000	42,075	977,075	1,967,000	2,401,229	#DIV/0!
2050	254,241,366	0.1500	362,294	0.0150	36,229	0.830000	2,004,693	2051	2,401,229			4,405,922	-	-	-	-	-	4,405,922	
													\$ 25,739,385	\$ 14,500,000	\$ 10,012,650	\$ 24,512,650	\$ 50,252,035		
(a) Reflects the 2024 Certified Taxable Assessed Valuation, as provided by BCAD.																			
(b) Based on an Estimate of Value as of October 1, 2024, as provided by the BCAD.																			
(c) Based on total Debt Service Funds available after as of June 6, 2025.																			
(d) Based on 12 months of capitalized interest at 4.50%.																			
(e) Excludes debt service payment made on March 1, 2025.																			
(f) Based on an anticipated issue date of August 1, 2025 at 4.50% interest.																			

This Preliminary Official Statement is subject to completion and amendment and is intended solely for the purpose of soliciting initial bids on the Bonds. Upon the sale of the Bonds, the Official Statement will be completed and delivered to the Initial Purchaser.

IN THE OPINION OF BOND COUNSEL, UNDER EXISTING LAW, INTEREST ON THE BONDS (i) IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND (ii) IS NOT AN ITEM OF TAX PREFERENCE FOR PURPOSES OF THE ALTERNATIVE MINIMUM TAX ON INDIVIDUALS. SEE "TAX MATTERS" HEREIN, INCLUDING INFORMATION REGARDING POTENTIAL ALTERNATIVE MINIMUM TAX CONSEQUENCES FOR CORPORATIONS.

THE BONDS WILL NOT BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

NEW ISSUE - Book-Entry-Only

Underlying Rating: Moody's: "A" See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE" herein.

\$14,500,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
(A political subdivision of the State of Texas located within Brazos County)
UNLIMITED TAX BONDS, SERIES 2025

Dated: August 1, 2025

Due: September 1 as shown below

Principal of the bonds described above (the "Bonds") will be payable at stated maturity or redemption upon presentation of the Bonds at the principal payment office of the paying agent/registrar, initially The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent/Registrar", "Paying Agent" or "Registrar") in Houston, Texas. Interest on the Bonds will accrue from August 1, 2025, and be payable on March 1, 2026, and on each September 1 and March 1 thereafter until the earlier of maturity or redemption. The Bonds will be issued only in fully registered form. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. The Bonds are subject to redemption prior to maturity as shown below.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM."

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, INITIAL REOFFERING YIELDS, AND CUSIPS

Due <u>September 1</u>	Principal <u>Amount (a)</u>	Interest <u>Rate</u>	Initial Reoffering <u>Yield (b)</u>	CUSIP Number <u>106206 (c)</u>	Due <u>September 1</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	Initial Reoffering <u>Yield (a)</u>	CUSIP Number <u>106206 (b)</u>
2026	\$ 325,000				2039	\$ 575,000 (d)			
2027	340,000				2040	600,000 (d)			
2028	355,000				2041	630,000 (d)			
2029	370,000				2042	660,000 (d)			
2030	390,000				2043	685,000 (d)			
2031	405,000 (d)				2044	720,000 (d)			
2032	425,000 (d)				2045	750,000 (d)			
2033	445,000 (d)				2046	785,000 (d)			
2034	465,000 (d)				2047	820,000 (d)			
2035	485,000 (d)				2048	855,000 (d)			
2036	505,000 (d)				2049	895,000 (d)			
2037	530,000 (d)				2050	935,000 (d)			
2038	550,000 (d)								

- The Initial Purchaser (as defined herein) may elect to designate one or more term bonds. See accompanying Official Notice of Sale and Official Bid Form.
- Initial reoffering yield represents the initial offering yield to the public which has been established by the Initial Purchaser for offers to the public and which may be subsequently changed by the Initial Purchaser and is the sole responsibility of the Initial Purchaser. The initial reoffering yields indicated above represent the lower of the yields resulting when priced at maturity or to the first call date. Accrued interest from August 1, 2025, is to be added to the price.
- CUSIP numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.
- Bonds maturing on and after September 1, 2031, are subject to redemption prior to maturity at the option of the District, in whole or from time to time in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. See "THE BONDS-Redemption Provisions."

The Bonds, when issued, will constitute valid and legally binding obligations of Brazos County Municipal Utility District No. 1 (the "District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. The Bonds are subject to special investment risks described herein. See "RISK FACTORS."

The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Allen Boone Humphries Robinson LLP, Bond Counsel. Delivery of the Bonds in book-entry form through the facilities of DTC is expected on or about August 19, 2025.

Bids Due: Thursday, July 17, 2025, at 10:00 a.m., Houston Time in Houston, Texas
Bid Award: Thursday, July 17, 2025, at 12:00 p.m., Houston Time in Houston, Texas

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USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended and in effect on the date hereof, this document constitutes an Official Statement with respect to the Bonds that has been “deemed final” by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, orders, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas, 77027, upon payment of duplication costs.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12, as amended.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in “PREPARATION OF OFFICIAL STATEMENT—Updating the Official Statement.”

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement.

THE FINANCING

- The Issuer* Brazos County Municipal Utility District No. 1 (the “District”), a political subdivision of the State of Texas, is located in Brazos County, Texas and within the extraterritorial jurisdiction of the City of College Station (the “City”). See “THE DISTRICT.”
- The Issue* \$14,500,000 Unlimited Tax Bonds, Series 2025 (the “Bonds”) are issued pursuant to a resolution (the “Bond Resolution”) of the District’s Board of Directors and a City consent resolution. The Bonds will be issued as fully registered bonds maturing in the years and in the amounts shown on the cover hereof. Interest on the Bonds accrues from August 1, 2025, and is payable on March 1, 2026, and on each September 1 and March 1 thereafter until the earlier of maturity or prior redemption.
- Redemption* The Bonds maturing on and after September 1, 2031, are subject to redemption, in whole or from time to time in part, at the option of the District, prior to their maturity dates, on September 1, 2030, or on any date thereafter. Upon redemption, the Bonds will be payable at a price of par plus accrued interest to the date of redemption. See “THE BONDS—Redemption Provisions.”
- Book-Entry-Only System*... The Depository Trust Company, New York, New York (“DTC”) will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each maturity of the Bonds and will be deposited with DTC. See “BOOK-ENTRY-ONLY SYSTEM.”
- Authority for Issuance* The Bonds are the third series of bonds issued out of an aggregate of \$235,600,000 principal amount of unlimited tax bonds authorized by the District’s voters for water, sewer and drainage and refunding outstanding water, sewer and drainage bonds. The Bonds are issued pursuant to the Bond Resolution; an election held within the District; the general laws of the State of Texas relating to the issuance of bonds by political subdivisions, including Article XVI, Section 59 of the Texas Constitution; Chapters 49 and 54 of the Texas Water Code, as amended; and approval by the City. See “THE BONDS—Authority for Issuance.”
- Source of Payment* The Bonds are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. See “TAX PROCEDURES.” The Bonds are obligations of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any other political subdivision or entity other than the District. See “THE BONDS—Source of and Security for Payment.”
- Use of Proceeds* Proceeds from the sale of the Bonds will be used to pay for items shown herein under “USE AND DISTRIBUTION OF BOND PROCEEDS,” including to pay engineering and construction costs for paving projects, to pay land acquisition costs, to capitalize twelve (12) months of interest on the Bonds, to pay interest on funds advanced by the Developers (as defined herein) on behalf of the District, and to pay certain other costs and engineering fees related to the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”

Payment Record..... The District has previously issued two series of unlimited tax bonds of which \$5,440,000 principal amount remained outstanding as of May 31, 2025, and two series of unlimited tax road bonds of which \$10,540,000 principal amount remained outstanding as of May 31, 2025 (the “Outstanding Bonds”). The District has never defaulted in the payment of principal and interest on the Outstanding Bonds.

Not Qualified Tax-Exempt Obligations The District will not designate the Bonds as “qualified tax-exempt obligations” for financial institutions.

Municipal Bond Rating and Municipal Bond Insurance

..... Moody’s Investors Service (“Moody’s”) has assigned an underlying rating of “ ” to the Bonds. An explanation of the ratings may be obtained from Moody’s, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. The fee associated with the rating assigned to the District by Moody’s will be paid by the District; however, the fee associated with ratings provided by other agencies will be at the expense of the Initial Purchaser.

Application has also been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Initial Purchaser and at the Initial Purchaser’s expense. See “RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance” and “MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE.”

Legal Opinion..... Allen Boone Humphries Robinson L.L.P., Bond Counsel, Houston, Texas.

Disclosure Counsel..... McCall, Parkhurst & Horton L.L.P., Houston, Texas.

Financial Advisor Post Oak Municipal Advisors LLC, Houston, Texas.

Engineer Pape-Dawson Engineers, Inc., Houston, Texas.

THE DISTRICT

Description The District was created by order of the TCEQ dated January 14, 2015. The District contains approximately 553 acres of land and is located on the east side of Texas State Highway 6 (the “SH 6”) and the north side of Peach Creek Cut Off Road. The District is approximately 8 miles south of downtown College Station. The District abuts the corporate limits of and lies entirely within the extraterritorial jurisdiction of the City of College Station and within the boundaries of the College Station Independent School District. See “AERIAL PHOTOGRAPH.”

Status of Development Development in the District began in 2017. With the consent of the District, the Developers has financed the design and construction of underground utility and road facilities to serve approximately 220.56 acres developed as 979 single-family residential lots.

The District is being developed as a single-family residential development known as Southern Pointe Community. Amenities constructed in the District include walking trails and ponds on approximately 44.03 acres. Home construction began in January of 2019, and, as of April 30, 2025, the District contained 625 single-family homes completed and occupied, 22 vacant single-family homes (including 6 model homes), 56 single-family homes under construction, and 276 completed lots available for home construction. Homebuilding in the District is being conducted by Stylecraft Builders, First Omega Homes, Kaleo Homes, Continental Homes (a subsidiary of D.R. Horton), Ranger Home Builders, Lennar Homes and Brightland Homes (formerly Gehan Homes). New homes in the District range in price from approximately \$297,000 to \$440,000.

The Developers are currently developing approximately 88 single-family residential lots under construction for home builders. Construction of underground utilities is underway for approximately 52.78 acres in the District, which will be developed for commercial and multi-family development, but no vertical improvements have been constructed to date. The remainder of the District consists of approximately 217.55 acres of developable but undeveloped land. See “THE DISTRICT—Land Use” and “—Status of Development.”

The Developers and

*Major Landowner.....*BV Southern Pointe Development Inc., a Texas corporation (the “Developer” or “BVSoPo”), was formed for the purpose of developing single-family residential land in the District and currently owns approximately 27.08 acres within the District. Lennar Homes of Texas Land and Construction, Ltd. d/b/a Friendswood Development Company (the “Developer” or “Lennar”) is under contract to BVSoPo to develop 119.73 acres, of which 93.5 acres have been sold to Lennar in December 2024. Phillips 3 Land Holdings LLC (the “Major Landowner” or “Phillips”) was formed for the sole purpose of owning land in the District. Phillips currently owns approximately 44.8 acres in the District. The Developers and Major Landowner are related entities. BVSoPo has agreed to terms whereby they will purchase land within the District from Phillips for the purpose of development. The Developers and Major Landowner have entered into Development Financing Agreements with the District to provide financing for construction of water, sewer, and drainage and road facilities for the District. See “THE DEVELOPERS AND MAJOR LANDOWNER” and “TAX DATA—Principal Taxpayers.”

*Water and Wastewater.....*Retail water and wastewater service for development within the District is provided by the College Station Utilities (“CSU”). CSU holds the requisite certificates of convenience and necessity over the land within the District. See “WATER SUPPLY AND WASTEWATER TREATMENT.”

RISK FACTORS

THE PURCHASE AND OWNERSHIP OF THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS AND ALL PROSPECTIVE PURCHASERS ARE URGED TO EXAMINE CAREFULLY THE ENTIRE OFFICIAL STATEMENT FOR A DISCUSSION OF INVESTMENT RISKS, INCLUDING PARTICULARLY THE SECTION CAPTIONED “RISK FACTORS.”

SELECTED FINANCIAL INFORMATION

2024 Certified Taxable Assessed Valuation.....	\$179,352,316 (a)
Estimated Taxable Assessed Valuation as of October 1, 2024.....	\$254,241,366 (b)
Gross Debt Outstanding (after issuance of the Bonds).....	\$30,480,000
Estimated Overlapping Debt.....	4,082,332 (c)
Gross Debt and Estimated Overlapping Debt.....	\$34,562,332
Ratios of Gross Debt to:	
2024 Certified Taxable Assessed Valuation.....	16.99%
Estimated Taxable Assessed Valuation as of October 1, 2024.....	11.99%
Ratios of Gross Debt and Estimated Overlapping Debt to:	
2024 Certified Taxable Assessed Valuation.....	19.27%
Estimated Taxable Assessed Valuation as of October 1, 2024.....	13.59%
Fund Balance Available as of June 6, 2025:	
Operating Fund.....	\$606,660 (d)
Road Escrow Fund.....	\$61,544 (e)
Road Debt Service Fund.....	\$721,253 (f)
WS&D Debt Service Fund.....	\$449,872 (f) (g)
Road Capital Projects Fund.....	\$31,445
WS&D Capital Projects Fund.....	\$0
2024 Tax Rate:	
Road Debt Service.....	\$0.520
WS&D Debt Service.....	\$0.230
Maintenance and Operations.....	\$0.235
Road Maintenance.....	\$0.015
Total.....	\$1.000
Projected Average Annual Debt Service Requirements (2025-2050) of the Bonds and the Outstanding Bonds ("Average Requirement").....	
	\$1,945,302
Projected Tax Rate Required to Pay Average Requirement based upon:	
2024 Certified Taxable Assessed Valuation at a 95% collection rate.....	\$1.15 /\$100 A.V.
Estimated Taxable Assessed Valuation as of October 1, 2024 at a 95% collection rate.....	\$0.81 /\$100 A.V.
Projected Maximum Annual Debt Service Requirements (2046) of the Bonds and the Outstanding Bonds ("Maximum Requirement").....	
	\$2,039,960
Projected Tax Rate Required to Pay Maximum Requirement based upon:	
2024 Certified Taxable Assessed Valuation at a 95% collection rate.....	\$1.20 /\$100 A.V.
Estimated Taxable Assessed Valuation as of October 1, 2024 at a 95% collection rate.....	\$0.85 /\$100 A.V.

(a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."

(b) Provided by the Appraisal District for information purposes only. Such amount reflects the estimated value of taxable improvements on October 1, 2024. Taxes are levied based on value as certified by the Appraisal District as of January 1 of each year. No tax will be levied on such amount until it is certified. Increases in value occurring between January 1, 2025 and January 1, 2026, will be certified as of January 1, 2026, and provided for purposes of taxation in the fall of 2026. See "TAX PROCEDURES."

(c) See "ESTIMATED OVERLAPPING DEBT STATEMENT."

(d) See "RISK FACTORS – Operating Funds."

(e) The District maintains funds in the escrow for maintenance of public roads in accordance with its agreement with Brazos County. The District has levied a road maintenance tax for 2024. Those funds will be deposited into the Road Escrow Fund.

(f) Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund. Although all of the District's debt, including the Outstanding Bonds and the Bonds, is payable from an unlimited tax pledge on parity, a pro rata portion of the District's ad valorem tax revenue will be allocated to bonds sold for water, sanitary sewer, drainage and storm sewer facilities, including the Bonds (the "Water, Sewer and Drainage"), and a portion will be allocated to bonds sold for road facilities (the "Road Bonds"). See "FINANCIAL STATEMENT (UNAUDITED)—Outstanding Bonds." The Water, Sewer and Drainage Debt Service Fund is not pledged to the Road Bonds and the Road Debt Service Fund is not pledged to the Water, Sewer and Drainage Bonds.

(g) Accrued interest and twelve (12) months of capitalized interest on the Bonds will be deposited to the Water, Sewer and Drainage Debt Service Fund. See "USE AND DISTRIBUTION OF BOND PROCEEDS." Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund.

PRELIMINARY OFFICIAL STATEMENT
\$14,500,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
(A political subdivision of the State of Texas located within Brazos County)
UNLIMITED TAX BONDS, SERIES 2025

This Official Statement provides certain information in connection with the issuance by Brazos County Municipal Utility District No. 1 (the “District”) of its \$14,500,000 Unlimited Tax Bonds, Series 2025 (the “Bonds”).

The Bonds are issued pursuant to a Bond Resolution authorizing the issuance of the Bonds (the “Bond Resolution”) adopted by the Board of Directors of the District (the “Board”); an election held within the District; approval by the City of College Station (the “City”); Article XVI, Section 59 of the Texas Constitution; Chapters 49 and 54 of the Texas Water Code, as amended; and general laws of the State of Texas relating to the issuance of bonds by political subdivisions.

This Official Statement includes descriptions, among others, of the Bonds and the Bond Resolution, and certain other information about the District and BV Southern Pointe Development, Inc. and Lennar (the “Developers”), the developers of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from the District upon payment of the costs of duplication therefor.

RISK FACTORS

General

The Bonds, which are obligations of the District and not obligations of the State of Texas, Brazos County, the City of College Station or any other entity other than the District, will be secured by a continuing direct annual ad valorem tax levied, without legal limitation as to rate or amount, on all taxable property within the District. The ultimate security for payment of the principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property, or in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities.

Economic Factors and Interest Rates

A substantial percentage of the taxable value of the District results from the current market value of single-family residences and developed lots which are being marketed by the Developers for sale to homebuilders for the construction of primary residences. The market value of such properties is related to general economic conditions in the City of College Station, the State of Texas and the nation and those conditions can affect the demand for such properties. Demand for property of this type and the construction of structures thereon can be significantly affected by factors such as interest rates, credit availability (see “Credit Markets and Liquidity in the Financial Markets” below), construction costs and the prosperity and demographic characteristics of the urban center toward which the marketing of residential and commercial property is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values.

Credit Markets and Liquidity in the Financial Markets

Interest rates and the availability of mortgage and development funding have a direct impact on construction activity, particularly short-term interest rates at which landowners are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, particularly liquidity in the national credit markets, the District is unable to assess the future availability of such funds for continued construction within the District. The success of development within the District and growth of District taxable property values are, to a great extent, a function of the City of College Station and regional economies and national credit and financial markets. A downturn in the economic conditions in the College Station area, including Texas A&M University, or a decline in the nation’s real estate and financial markets could adversely affect development in the District and restrain the growth of or reduce the value of the District’s property tax base.

Developers Obligations to the District

There are no commitments from or obligations of the Developers, the Major Landowner, or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to construct taxable improvements on developed tracts of land could restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds the District will increase or maintain its taxable value.

Competition

The demand for and construction of single-family homes in the District could be affected by competition from other residential developments including other residential developments located in College Station. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District and in more established neighborhoods. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the Developers in the sale of developed lots and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District. The District can give no assurance that building and marketing programs in the District by the Developers will be implemented or, if implemented, will be successful.

Impact on District Tax Rates

Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of owners of property within the District to pay their taxes. The 2024 Certified Taxable Assessed Valuation is \$179,352,316 and the Estimated Taxable Assessed Valuation as of October 1, 2024, is \$254,241,366. See "FINANCIAL STATEMENT (UNAUDITED)." After issuance of the Bonds, the projected maximum debt service requirement will be \$2,039,960 (2046) and the projected average annual debt service requirement will be \$1,945,302 (2025-2050, inclusive). Assuming no increase or decrease from the 2024 Taxable Assessed Valuation, the issuance of no additional debt, and no other funds available for the payment of debt service, tax rates of \$1.20 and \$1.15 per \$100 of taxable assessed valuation at a 95% collection rate would be necessary to pay the projected maximum debt service requirement and the projected average annual debt service requirement, respectively. Assuming no increase or decrease from the 2024 Estimated Taxable Assessed Valuation as of October 1, 2024, and no use of funds other than tax collections, tax rates of \$0.85 and \$0.81 per \$100 of taxable assessed valuation at a 95% collection rate would be necessary to pay the projected maximum annual debt service requirement and the projected average annual debt service requirement, respectively. See "DEBT SERVICE REQUIREMENTS."

Although calculations have been made regarding tax rates necessary to pay the debt service on the Bonds and the Outstanding Bonds based upon the 2024 Certified Taxable Assessed Valuation and the Estimated Taxable Valuation as of October 1, 2024, the District makes no representations regarding the future level of assessed valuation within the District. Increases in taxable values depend primarily on the continuing construction of taxable improvements within the District. See "TAX PROCEDURES" and "TAX DATA—Tax Adequacy for Debt Service."

Undeveloped Acreage and Vacant Lots

There are approximately 288.41 developable acres of land within the District that have not been fully provided with water, sanitary sewer, storm drainage, and detention facilities and roads necessary for the construction of taxable improvements and approximately 220.56 acres where utility construction and/or paving are complete for 979 lots. The Developers currently have 276 completed lots available for home construction, 88 single-family residential lots under construction, and a total of 217.55 acres of developable but undeveloped land in the District. Failure of the Developers to develop the developable land or of builders to build taxable improvements on the developed lots could restrict the rate of growth of taxable values in the District. The District makes no representation as to when or if development of this acreage will occur or that the lot sales and building program will be successful. See "THE DISTRICT—Status of Development."

Operating Funds

The District's only significant sources of revenue to pay its operating expenses are advances from the Developers and maintenance tax proceeds. The District does not receive water and sewer revenues. The District levied a 2024 maintenance and operation tax rate of \$0.235 per \$100 of assessed valuation. The District's Operating Fund balance on June 6, 2025, was \$606,660.30. Attaining and maintaining a positive Operating Fund balance will depend upon (1) continued development, and increased amounts of maintenance tax revenue (2) and, if needed, developer advances. In the event that funds are not made available by the Developers, the District will be required to levy a maintenance tax at a rate sufficient to fund its operating expenses. Such a tax, when added to the District's debt service tax, may result in a total District tax in excess of similar developments and could adversely affect continued development of the District, as well as the willingness of taxpayers to pay taxes on their property. See "GENERAL FUND."

Future Debt

The District reserves in the Bond Resolution the right to issue \$215,505,000 principal amount of unlimited tax bonds authorized but unissued for water, sewer, drainage and storm sewer systems and the refunding of such outstanding bonds, and the remaining \$93,345,000 principal amount of authorized but unissued unlimited tax bonds for roads and refunding outstanding road bonds. The District may also issue additional bonds which may be voted hereafter. After reimbursement from the proceeds of the Bonds, the Developers will have expended approximately \$33,840,000 for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. See "THE BONDS—Issuance of Additional Debt." The issuance of such obligations may adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Attorney General of Texas and the Board of the District and any bonds issued to acquire or construct water, sanitary sewer and drainage facilities must be approved by the TCEQ.

Tax Collection Limitations

The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by market conditions limiting the proceeds from a foreclosure sale of taxable property and collection procedures. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding.

The costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAX PROCEDURES—District's Rights in the Event of Tax Delinquencies."

Registered Owners' Remedies and Bankruptcy Limitations

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not

waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property.

Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

Subject to the requirements of Texas law discussed below, a political subdivision such as the District may voluntarily file a petition for relief from creditors under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. Sections 901-946. The filing of such petition would automatically stay the enforcement of Registered Owner's remedies, including mandamus. The automatic stay would remain in effect until the federal bankruptcy judge hearing the case dismisses the petition, enters an order granting relief from the stay or otherwise allows creditors to proceed against the petitioning political subdivision. A political subdivision such as the District may qualify as a debtor eligible to proceed in a Chapter 9 case only if it is (1) authorized to file for federal bankruptcy protection by applicable state law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Special districts such as the District must obtain the approval of the Commission as a condition to seeking relief under the Federal Bankruptcy Code. The Commission is required to investigate the financial condition of a financially troubled district and authorize such district to proceed under federal bankruptcy law only if such district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature. Notwithstanding noncompliance by a district with Texas law requirements, the District could file a voluntary bankruptcy petition under Chapter 9, thereby invoking the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning district relief from its creditors. While such a decision might be appealable, the concomitant delay and loss of remedies to the Registered Owner could potentially and adversely impair the value of the Registered Owner's claim. If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect Registered Owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the Registered Owners' claims against a district.

A district may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Resolution contains covenants by the District intended to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Resolution on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX MATTERS."

Marketability

The District has no agreement with the Initial Purchaser regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market.

Environmental Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as:

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further, changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues. Air quality control measures required by the United States Environmental Protection Agency (the “EPA”) and the Texas Commission on Environmental Quality (the “TCEQ”) may impact new industrial, commercial and residential development in the Houston area. Under the Clean Air Act (“CAA”) Amendments of 1990, the eight-county Houston-Galveston-Brazoria area (“HGB Area”)—Harris, Galveston, Brazoria, Chambers, Fort Bend, Waller, Montgomery and Liberty Counties—has been designated a nonattainment area under two separate federal ozone standards: the eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the “2008 Ozone Standard”), and the EPA’s most-recent promulgation of an even lower, 70 ppb eight-hour ozone standard in 2015 (the “2015 Ozone Standard”). While the State of Texas has been able to demonstrate steady progress and improvements in air quality in the HGB Area, the HGB Area remains subject to CAA nonattainment requirements.

The HGB Area is currently designated as a “severe” nonattainment area under the 2008 Ozone Standard, with an attainment deadline of July 20, 2027. If the EPA ultimately determines that the HGB Area has failed to meet the attainment deadline based on the relevant data, the area is subject to reclassification to a nonattainment classification that provides for more stringent controls on emissions from the industrial sector. In addition, the EPA may impose a moratorium on the awarding of federal highway construction grants and other federal grants for certain public works construction projects if it finds that an area fails to demonstrate progress in reducing ozone levels.

The HGB Area is currently designated as a “serious” nonattainment area under the 2015 Ozone Standard, with an attainment deadline of August 3, 2027. For purposes of the 2015 Ozone Standard, the HGB Area consists of only six counties: Brazoria, Chambers, Fort Bend, Galveston, Harris, and Montgomery Counties.

In order to demonstrate progress toward attainment of the EPA’s ozone standards, the TCEQ has established a state implementation plan (“SIP”) for the HGB Area setting emission control requirements, some of which regulate the inspection and use of automobiles. These types of measures could impact how people travel, what distances people are willing to travel, where people choose to live and work, and what jobs are available in the HGB Area. These SIP requirements can negatively impact business due to the additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow the HGB Area to reach attainment with the ozone standards by the EPA’s attainment deadlines. These additional controls could have a negative impact on the HGB Area’s economic growth and development.

Water Supply & Discharge Issues. Water supply and discharge regulations that municipal utility districts, including the District, may be required to comply with involve: (1) groundwater well permitting and surface water appropriation; (2) public water supply systems; (3) wastewater discharges from treatment facilities; (4) storm water discharges; and (5) wetlands dredge and fill activities. Each of these is addressed below:

Certain governmental entities regulate groundwater usage in the HGB Area. A municipal utility district or other type of special purpose district that (i) is located within the boundaries of such an entity that regulates groundwater usage, and (ii) relies on local groundwater as a source of water supply, may be subject to requirements and restrictions on the drilling of water wells and/or the production of groundwater that could affect both the engineering and economic feasibility of district water supply projects.

Pursuant to the federal Safe Drinking Water Act (“SDWA”) and the EPA’s National Primary Drinking Water Regulations (“NPDWRs”), which are implemented by the TCEQ’s Water Supply Division, a municipal utility district’s provision of water for human consumption is subject to extensive regulation as a public water system.

Municipal utility districts must generally provide treated water that meets the primary and secondary drinking water quality standards adopted by the TCEQ, the applicable disinfectant residual and inactivation standards, and the other regulatory action levels established under the agency's rules. The EPA has established NPDWRs for more than ninety (90) contaminants and has identified and listed other contaminants which may require national drinking water regulation in the future. Further, the EPA has established a NPDWR for six (6) Per- and Polyfluoroalkyl Substances ("PFAS"), which requires public water systems to perform certain monitoring and remediation measures. Public water systems may be subject to additional PFAS regulation in the future, which could increase the cost of constructing, operating, and maintaining water production and distribution facilities.

Texas Pollutant Discharge Elimination System ("TPDES") permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit (TXR150000) ("CGP"), with an effective date of March 5, 2023, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface water in the state. The CGP has a 5-year permit term, and is then subject to renewal. Moreover, the Clean Water Act ("CWA") and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an impact on the municipal utility district's ability to obtain and maintain compliance with TPDES permits.

The TCEQ issued the General Permit for Phase II (Small) Municipal Separate Storm Sewer Systems (the "MS4 Permit") on August 15, 2024. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. While the District is currently not subject to the MS4 Permit, if the District's inclusion were required at a future date, the District could incur substantial costs to develop, implement, and maintain the necessary plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff in order to comply with the MS4 Permit.

Operations of utility districts, including the District, are also potentially subject to requirements and restrictions under the CWA regarding the use and alteration of wetland areas that are within the "waters of the United States." The District must obtain a permit from the United States Army Corps of Engineers ("USACE") if operations of the District require that wetlands be filled, dredged, or otherwise altered.

In 2023, the Supreme Court of the United States issued its decision in *Sackett v. EPA*, which clarified the definition of "waters of the United States" and significantly restricted the reach of federal jurisdiction under the CWA. Under the *Sackett* decision, "waters of the United States" includes only geographical features that are described in ordinary parlance as "streams, oceans, rivers, and lakes" and to adjacent wetlands that are indistinguishable from such bodies of water due to a continuous surface connection. Subsequently, the EPA and USACE issued a final rule amending the definition of "waters of the United States" under the CWA to conform with the Supreme Court's decision.

While the *Sackett* decision and subsequent regulatory action removed a great deal of uncertainty regarding the ultimate scope of "waters of the United States" and the extent of EPA and USACE jurisdiction, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements, in the future.

Specific Flood Type Risks

Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or drainage systems downstream.

Changes in Tax Legislation

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers should consult with their own tax advisors with respect to any proposed, pending or future legislation.

2025 Legislative Session

The 89th Regular Legislative Session convened on January 14, 2025 and will conclude on June 2, 2025. The Governor of Texas may call additional special sessions, at the Governor's discretion, each lasting no more than 30 days, and for which the Governor sets the agenda. The Texas Legislature could enact laws that materially change current laws affecting ad valorem tax matters, elections, and other matters which could adversely affect the District and also affect the marketability or market value of the Bonds. The District can make no representation regarding any actions the Texas Legislature may take or the effect of any such actions. While the enactment of future legislation in Texas could adversely affect the financial condition or operations of the District, the District does not anticipate that the security for payment of the Bonds, specifically, the District's obligation to levy an unlimited annual ad valorem tax, would be adversely affected by any such legislation.

Risk Factors Related to the Purchase of Municipal Bond Insurance

The District has applied for a bond insurance policy (the "Policy") to guarantee the scheduled payment of principal and interest on the Bonds. If the Policy is purchased, investors should be aware of the following risk factors:

The long-term ratings on the Bonds are dependent in part on the financial strength of the insurer and its claim paying ability. The insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the insurer and of the ratings on the Bonds insured by the insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE."

The obligations of the insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies. Neither the District nor the Initial Purchaser has made independent investigations into the claims paying ability of the insurer and no assurance or representation regarding the financial strength or projected financial strength of the insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims-paying ability of the insurer, particularly over the life of the investment. See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE" for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

THE BONDS

General

The following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution. The Bond Resolution authorizes the issuance and sale of the Bonds and prescribes the terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the District.

The Bonds will be dated and accrue interest from August 1, 2025, which interest is payable on March 1, 2026, and on each September 1 and March 1 thereafter (each, an "Interest Payment Date"), until the earlier of maturity or prior redemption. The Bonds mature on September 1 in the amounts and years and bear interest at the rates shown on the cover page of this Official Statement. Interest calculations are based on a 360-day year comprised of twelve 30-day months.

The Bonds will be issued in fully registered form in denominations of \$5,000 or integral multiples thereof.

Authority for Issuance

At a bond election held within the District on November 5, 2019, the voters of the District authorized the issuance of a total of \$235,600,000 principal amount of unlimited tax bonds for acquiring or constructing water, sewer, and drainage facilities and refunding of such bonds. The Bonds are being issued pursuant to such authorization. After issuance of the Bonds, \$215,505,000 principal amount of unlimited tax bonds will remain authorized but unissued for acquiring or constructing water, sewer and drainage facilities and refunding such bond. See "Issuance of Additional Debt" below.

The Bonds are issued pursuant to the Bond Resolution; an election held within the District; approval by the City; Article XVI, Section 59 of the Texas Constitution; and the general laws of the State of Texas, including Chapters 49 and 54 of the Texas Water Code, as amended.

Before the Bonds can be issued, the Attorney General of Texas must pass upon the legality of certain related matters. The Attorney General of Texas does not guarantee or pass upon the safety of the Bonds as an investment or upon the adequacy of the information contained in this Official Statement.

Source of and Security for Payment

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants in the Bond Resolution to levy a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds, the Outstanding Bonds, and any future bonds payable in whole or in part from taxes, with full allowance being made for delinquencies and costs of collection.

In the Bond Resolution, the District covenants that said taxes are irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

The Bonds are obligations of the District and are not the obligations of the State of Texas, Brazos County, the City, or any entity other than the District.

Funds

In the Bond Resolution, the Water, Sewer and Drainage Debt Service Fund is confirmed, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by the Bond Resolution shall be deposited, as collected, in such fund.

The District also maintains a Road Debt Service that is not pledged to Water, Sewer and Drainage Bonds, including the Bonds. Funds in the Road Debt Service are not available to pay principal of and interest on Water, Sewer and Drainage Bonds, including the Bonds.

Accrued interest and twelve (12) months of capitalized interest on the Bonds shall be deposited into the Water, Sewer and Drainage Debt Service Fund upon receipt. The remaining proceeds from the sale of the Bonds, including interest earnings thereon, shall be deposited into the Water, Sewer and Drainage Capital Projects Fund, to pay the costs of acquiring or constructing water, sewer and drainage facilities, land costs, operating advances to pay for developer interest and to pay the costs of issuing the Bonds. See "USE AND DISTRIBUTION OF BOND PROCEEDS" for a more complete description of the use of Bond proceeds.

Method of Payment of Principal and Interest

In the Bond Resolution, the Board has appointed The Bank of New York Mellon Trust Company, N.A. in Houston, Texas as the initial Paying Agent/Registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, at the principal payment office of the Paying Agent/Registrar in Houston, Texas. Interest on each Bond shall be payable by check or draft payable on each Interest Payment Date, mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Registered Owners as shown on the Register on the fifteenth (15th) day (whether or not a business day) of the month prior to each interest payment date (defined

herein as the “Record Date”), to the address of such Registered Owner as shown on the Paying Agent/Registrar’s records (the “Register”) or by such other customary banking arrangements as may be agreed to by the Paying Agent/Registrar and the Registered Owners at the risk and expense of the Registered Owners.

If the date for payment of the principal of or interest on any Bond is not a business day, then the date for such payment shall be the next succeeding business day, as defined in the Bond Resolution.

No Arbitrage

The District will certify as of the date the Bonds are delivered and paid for that, based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be “arbitrage bonds” under the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for.

In particular, all or any officers of the District are authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants in the Bond Resolution that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds, and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become “arbitrage bonds” under the Code and the regulations prescribed from time to time thereunder.

Redemption Provisions

The District reserves the right, at its option, to redeem the Bonds maturing on and after September 1, 2031, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000, on September 1, 2030, or on any date thereafter, at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If fewer than all of the Bonds are redeemed at any time, the particular maturities and amounts of Bonds to be redeemed shall be selected by the District. If fewer than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary method of selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the register. Such notices shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment and, if fewer than all the Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or the portions thereof to be redeemed. Any notice given shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice.

By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Record Date

The record date for payment of the interest on any regularly scheduled Interest Payment Date is defined as the 15th day of the month (whether or not a business day) preceding such Interest Payment Date.

Registration and Transfer

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Bond Resolution. While the Bonds are in the Book-Entry-Only System, the Bonds will be registered in the name of Cede & Co. and will not be transferred. See “BOOK-ENTRY-ONLY SYSTEM.”

Replacement of Paying Agent/Registrar

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a national or state banking institution, a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and subject to supervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

Lost, Stolen or Destroyed Bonds

In the event the book-entry-only system is discontinued, upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, stolen or destroyed, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall, upon receipt of certain documentation from the Registered Owner and an indemnity bond, execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount bearing a number not contemporaneously outstanding.

Registered Owners of lost, stolen or destroyed bonds will be required to pay the District’s costs to replace such bond. In addition, the District or the Paying Agent/Registrar may require the Registered Owner to pay a sum sufficient to cover any tax or other governmental charge that may be imposed.

Issuance of Additional Debt

After issuance of the Bonds, the District will have \$215,505,000 principal amount of unlimited tax bonds authorized but unissued for water, sanitary sewer, drainage and storm sewer systems and refunding of such outstanding bonds and \$93,345,000 principal amount of unlimited tax bonds authorized but unissued for roads and refunding of such outstanding bonds. The District anticipates issuing additional bonds in the future. The Bond Resolution imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District’s voters or the amount ultimately issued by the District. See “USE AND DISTRIBUTION OF BOND PROCEEDS—Future Debt” and “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED.”

The District also is authorized by statute to engage in fire-fighting activities, including the issuing of bonds payable from taxes for such purpose. Before the District could issue fire-fighting bonds payable from taxes, the following actions would be required: (a) approval of a detailed fire plan by the Commission; (b) authorization of a detailed fire plan and fire bonds by the District’s voters at an election; (c) approval of bonds by the Commission; and (d) approval of bonds by the Attorney General of Texas. The Board has not considered preparing such a fire plan or calling such an election at this time.

Because the District is located within Brazos County, current law does not authorize the District to issue bonds for parks and recreational facilities purposes.

Issuance of additional bonds could dilute the investment security for the Bonds.

Annexation by the City; Strategic Partnership Agreement

Chapter 42, Texas Local Government Code, provides that, within the limits described therein, the unincorporated area contiguous to the corporate limits of any city comprises that city’s extraterritorial jurisdiction. The size of

extraterritorial jurisdiction depends in part on the city's population. For the City, the extraterritorial jurisdiction consists of all the contiguous unincorporated areas not a part of any other city or any other city's extraterritorial jurisdiction and within three (3) miles of the corporate limits of the City. With certain exceptions, a city may annex territory only within the confines of its extraterritorial jurisdiction. When a city annexes additional territory, the city's extraterritorial jurisdiction expands in conformity with such annexation.

The District lies within the extraterritorial jurisdiction of the City. The City cannot annex territory within the District unless it annexes the entire District. The City may not annex the District unless (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50 percent of the land in the area, a petition has been signed by more than 50 percent of the landowners consenting to the annexation. Notwithstanding the preceding sentence, the described election and petition process does not apply during the term of a strategic partnership agreement under section 43.0751, Texas Local Government Code between the City and the District specifying the procedures for full purpose annexation of all or a portion of the District.

The District and the City entered into a Strategic Partnership Agreement for a term of thirty (30) years beginning May 31, 2016. Pursuant to the Strategic Partnership Agreement which sets forth the terms of full purpose annexation, the City will not annex the property in the District until (i) at least 90% of the developable acreage within the District has been developed with water, wastewater and drainage and road facilities, and (ii) the Developers have been reimbursed to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement. In the event a commercial area is developed, the city may annex for limited purposes such commercial area, and the City may impose its sales and use tax within the commercial area. If the District is annexed, the City will assume the District's assets and obligations (including the Bonds) and dissolve the District (see "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.") The City may decide in its sole discretion to continue the District as a "limited district" for a period of up to ten years. No representation is made as to whether or not the City will annex the District at any time in the future. Moreover, no representation is made concerning the ability of the City to make debt service payments should annexation occur.

Consolidation

The District has the legal authority to consolidate with other districts and, in connection therewith, to provide for the consolidation of its assets (such as cash and the utility system) and liabilities (such as the Bonds), with the assets and liabilities of districts with which it is consolidating. Although no consolidation is presently contemplated by the District, no representation is made concerning the likelihood of consolidation in the future.

Remedies in Event of Default

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observance or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District. See "RISK FACTORS - Registered Owners' Remedies and Bankruptcy Limitations."

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is quoted from Section 49.186 of the Texas Water Code, and is applicable to the District:

“(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic.”

“(b) A district’s bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them.”

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which might apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Defeasance

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest, and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and that mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will do so on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Direct Participants are on file with DTC.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. With respect to the Bonds, one fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of "AA+" from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase.

Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but neither the District nor the Initial Purchaser take any responsibility for the accuracy thereof.

THE DISTRICT

General

The District was created by order of the TCEQ dated January 14, 2015. The District contains approximately 553 acres of land and is located on the east side of Texas State Highway 6 (the "SH 6") and the north side of Peach Creek Cut Off Road. The District is approximately 8 miles south of downtown College Station. The District abuts the corporate limits of and lies entirely within the extraterritorial jurisdiction of the City of College Station and within the boundaries of the College Station Independent School District.

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is also empowered to construct thoroughfare, arterial and collector roads and improvements in aid thereof. The District may issue bonds and other forms of indebtedness to purchase or construct all of such facilities.

The TCEQ exercises continuing supervisory jurisdiction over the District only for the water, wastewater and drainage projects. The District is required to observe certain requirements of the City which, along with Texas law, limit the purposes for which the District may sell bonds for the acquisition, construction, and improvement of facilities and the refunding of outstanding debt obligations; limit the net effective interest rate on such bonds and other terms of such bonds; and require certain public facilities to be designed in accordance with applicable City standards. Construction and operation of the District's facilities are subject to the regulatory jurisdiction of additional government agencies. See "UTLILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

Land Use

<i>Single Family Residential</i>	Approximate	
	Acres	Lots
Southern Pointe Community Section 100.....	49.18	150
Southern Pointe Community Section 101.....	10.44	57
Southern Pointe Community Section 102.....	9.90	56
Southern Pointe Community Section 103/119..	14.85	84
Southern Pointe Community Section 104/120..	11.99	65
Southern Pointe Community Section 200.....	26.07	65
Southern Pointe Community Section 201.....	15.76	83
Southern Pointe Community Section 106.....	10.40	57
Southern Pointe Community Section 400.....	15.51	67
Southern Pointe Community Section 202.....	18.81	97
Southern Pointe Community Section 105.....	14.06	69
Southern Pointe Community Section 203.....	23.59	129
Subtotal.....	220.56	979
Future Single Family Residential.....	235.63	
Future Commercial and Multi-family	52.78	
Recreation/Open Space.....	44.03	
Total.....	553	

Status of Development

Status of Development as of April 21, 2025:

Completed Occupied Homes	625
Completed Unoccupied Homes (including 6 model homes).....	22
Homes Under Construction.....	56
Completed Lots Available for Home Construction.....	276
Lots Under Construction Residential.....	88 (a)
Lots Under Construction Commercial.....	20
Estimated Population.....	2,188 (b)

-
- (a) Included in the Future Single Family Residential Development. See "THE DISTRICT—Land Use"
(b) Based on 3.5 persons per occupied single-family residence.

Development in the District began in 2017. With the consent of the District, the Developers have financed the design and construction of underground utility and road facilities to serve approximately 220.56 acres developed as 979 single-family residential lots. The District is being developed as a single-family residential development known as Southern Pointe Community. Amenities constructed in the District include walking trails and ponds on approximately 44.03 acres. Home construction began in January of 2019, and, as of April 21, 2025, the District contained 625 single-family homes completed and occupied, 22 vacant single-family homes (including 6 model homes), 56 single-family homes under construction, and 276 completed lots available for home construction.

The Developers are currently developing approximately 88 single-family residential lots under construction for home builders. Construction of underground utilities is underway for approximately 52.78 acres in the District, which will be developed for commercial and multi-family development, but no vertical improvements have been constructed to date. The remainder of the District consists of approximately 235.63 acres of developable but undeveloped land, including 119.73 acres of land under contract to Lennar Homes of Texas Land and Construction, Ltd., d/b/a Friendswood Development Company (the “Developer” or “Lennar”). 93.5 acres were sold to Lennar in December 2024. See “THE DISTRICT—Land Use” and “—Status of Development.”

Homebuilders

Homebuilding in the District is being conducted by Stylecraft Builders, Lennar Homes, First Omega Homes, Kaleo Homes, Continental Homes (a subsidiary of D.R. Horton), Ranger Home Builders, and Brightland Homes (formerly Gehan Homes). New homes in the District range in price from approximately \$297,000 to \$440,000

Future Development

Approximately 288.41 developable acres of land in the District are not yet fully served with water, sanitary sewer and drainage and storm sewer facilities or roads necessary for the construction of taxable improvements. While the Developers anticipate future development of this acreage as business conditions warrant, there can be no assurances if and when any of such undeveloped land will ultimately be developed. The District anticipates issuing additional bonds to accomplish full development of the District. See “RISK FACTORS—Possible Impact on District Tax Rates.” The Engineer has stated that under current development plans, the remaining authorized but unissued bonds (\$93,345,000 principal amount for roads and \$215,505,000 principal amount for water, sanitary sewer, drainage and storm sewer facilities) should be sufficient to finance the construction of water, sanitary sewer, drainage and storm sewer facilities and roads for full development of the District. See “THE SYSTEM” and “THE ROAD SYSTEM.”

MANAGEMENT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. Each of the five current Directors owns land and/or resides in the District. Directors are elected by the voters within the District for four-year staggered terms. Director elections are held only in even numbered years. The Directors and Officers of the District are listed below:

<u>Name</u>	<u>District Board Title</u>	<u>Term Expires</u>
Robert "Hunter" Goodwin	President	May 2028
Charles Moreau	Vice President	May 2026
Lawrence B. Hodges Jr.	Secretary	May 2028
Kyle Davis	Assistant Secretary	May 2028
Brian G. Fisher	Assistant Vice President	May 2026

While the District does not employ any full-time employees, it has contracted for certain services as follows:

Tax Assessor/Collector

Land and improvements within the District are appraised for ad valorem taxation purposes by the Brazos Central Appraisal District. The District’s Tax Assessor/Collector is engaged by the Board of Directors of the District. B&A Municipal Tax Service, LLC is currently serving in this capacity for the District.

Bookkeeper

The District has engaged Municipal Accounts & Consulting, L.P. to serve as the District’s bookkeeper.

System Operator

The City operates the District’s water and sanitary sewer system pursuant to a utility agreement dated May 31, 2016, and amended on December 2, 2016. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.”

Engineer

The consulting engineer for the District in connection with the design and construction of the District's facilities is Pape-Dawson Engineers, Inc. (the "Engineer").

Attorney

The District has engaged Allen Boone Humphries Robinson LLP as general counsel and as Bond Counsel in connection with the issuance of the Bonds. The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based on a percentage of the Bonds actually issued, sold and delivered and, therefore, such fees are contingent on the sale and delivery of the Bonds. The legal fees paid to Allen Boone Humphries Robinson LLP in its capacity as General Counsel are based on time charges actually incurred.

Financial Advisor

Post Oak Municipal Advisors LLC (the "Financial Advisor") serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon sale and delivery of the Bonds.

Disclosure Counsel

McCall, Parkhurst & Horton L.L.P., Houston, Texas, ("Disclosure Counsel") serves as Disclosure Counsel to the District. The fee to be paid Disclosure Counsel for services rendered in connection with the issuance of the Bonds is contingent on the issuance, sale and delivery of the Bonds.

Auditor

As required by the Texas Water Code, the District retains an independent auditor to audit the District's financial statements annually, which audited financial statements are filed with the Commission. The District's financial statements for the fiscal year ended November 30, 2024, have been audited by McGrath & Co., PLLC. See "APPENDIX A" for a copy of the District's November 30, 2024, audited financial statements.

UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION

The District operates pursuant to a Utility Agreement between the City and the District, dated as of May 31, 2016, and amended on December 2, 2016 (the "Utility Agreement"). Pursuant to the Utility Agreement, the District assumed responsibility for acquiring and constructing for the benefit of, and for the ultimate conveyance to, the City, the water distribution, wastewater collection and storm water facilities to serve development occurring within the boundaries of the District (the "Facilities"); the City agreed to accept the Facilities for operation and maintenance at the sole cost of the City in consideration for the District's financing, acquisition and construction of the Facilities. In order to secure performance by the City of its obligations under the Utility Agreement, the District retains a security interest in the Facilities transferred to the City until the District's bonds issued to acquire and construct the Facilities are paid off. It is the City's obligation to set rates and charges for the use of the Facilities and to bill and collect such rates and charges from customers of the Facilities. The City may levy a surcharge of up to 50% of the then-current water and wastewater rates to each customer in the District to recover capital costs of providing such services. Other than the surcharges, the City agrees to charge residents of the District equal and uniform water and wastewater rates as those users of similar classifications in non-municipal utility district areas of the City. All revenues from the Facilities belong exclusively to the City. The Utility Agreement provides that the Facilities shall be designed and constructed in accordance with the City's requirements and criteria.

The City agrees to provide the District with its ultimate requirements for water supply capacity and wastewater treatment capacity without capital charges of any kind (other than rate surcharges discussed above). The City has covenanted to maintain the Facilities, or cause the Facilities to be maintained, in good condition and working order and to operate the same, or cause the same, to be operated in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. The City has also covenanted to comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental or judicial body promulgating the same. Under the Utility Agreement, the District is authorized to issue bonds to finance the construction and acquisition of the Facilities. The Bonds must be approved by the City to the extent that such issuance complies with the City's policy related to municipal utility districts.

The City's right to dissolve the District is restricted under the Utility Agreement and the Strategic Partnership Agreement (see "THE BONDS—Annexation by the City: Strategic Partnership Agreement.") Under the terms of the Utility Agreement, the City agrees that it will not dissolve the District until ninety percent of the District's Facilities have been developed and the developer advancing funds to construct the Facilities have been reimbursed to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

THE DEVELOPERS AND MAJOR LANDOWNER

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other developer or third parties. A developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Prospective purchasers of the Bonds should note that the prior real estate experience of the Developer should not be construed as an indication that further development within the District will occur, or that construction of taxable improvements upon property within the District will occur, or that marketing or leasing of taxable improvements constructed upon property within the District will be successful. Circumstances surrounding development within the District may differ from circumstances surrounding development of other land in several respects, including the existence of different economic conditions, financial arrangements, homebuilders, geographic location, market conditions, and regulatory climate. No representation is made as to the relative success of any of the projects mentioned above, and no assurance as to the future performance of the Developer should be inferred. Prospective purchasers are urged to inspect the District in order to acquaint themselves with the nature of the Developer's business activities.

The Developers and the Major Landowner

BV Southern Pointe Development, Inc., a Texas corporation ("BVSoPo" or the "Developer"), was formed for the purpose of developing single-family residential land in the District and currently owns 49 lots in Southern Pointe. Lennar Homes of Texas Land and Construction, Ltd. d/b/a Friendswood Development Company (the "Developer" or "Lennar") is under contract to BVSoPo to develop 119.73 acres, of which 93.5 acres were sold to Lennar in December 2024.

Phillips 3 Land Holdings LLC ("Phillips" or the "Major Landowner") was formed for the purpose of owning all land in the District for future development. Phillips currently owns approximately 44.8 acres in the District.

The BVSoPo and the Major Landowner are related entities through associated ownership.

THE ROAD SYSTEM

All roadways are designed and constructed in accordance with the City and Brazos County standards, rules, and regulations. Upon acceptance by Brazos County, the District is responsible for operation and maintenance thereof through an interlocal agreement until such time as the District is annexed by the City.

These roads lie within the public right-of-way. In addition to the roadway, public utilities such as underground water, sewer and drainage facilities are located within the right-of-way. The right-of-way is also shared by streetlights, sidewalks, and franchise utilities (including power, gas, telephone, fiber, and cable).

THE SYSTEM

Water Supply

Water supply for the District is provided by the City pursuant to the Utility Agreement. Pursuant to the Utility Agreement, as amended, the City provides the District with sufficient capacity to serve the ultimate development. The District has constructed an off-site water line to the City's water supply system.

The District has no emergency interconnects.

The City provides capacity for the District's water supply and their facilities have sufficient capacity to serve the ultimate development of Southern Pointe.

Wastewater Treatment

Wastewater treatment for the District is provided by the City pursuant to the Utility Agreement. Pursuant to the Utility Agreement, as amended, the City's plant capacity of 3.04 million gallons per day (MGD) provides the District with sufficient capacity to serve the ultimate development. The District has also constructed an off-site sewer line to the City's plant.

The City provides capacity for the District's wastewater treatment and their facilities have sufficient capacity to serve the ultimate development of Southern Pointe.

Storm Water Drainage

Storm water drainage for the District is collected by a storm sewer system. The system drains into a detention pond ultimately discharging to Peach Creek. See "USE AND DISTRIBUTION OF BOND PROCEEDS."

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USE AND DISTRIBUTION OF BOND PROCEEDS

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$10,691,790 is estimated for construction costs and land acquisition costs, \$2,972,416 is estimated for non-construction costs, (including developer interest and capitalized interest) and \$835,794 is estimated for issuance costs and fees.

I. CONSTRUCTION COSTS

A Developer Contribution Items

1) Southern Pointe Section 200.....	\$ 979,768
2) Southern Pointe Section 101.....	421,089
3) Southern Pointe Section 104 and 120.....	788,840
4) Southern Pointe Section 102.....	443,283
5) Southern Pointe Section 201.....	875,533
6) Southern Pointe Sections 103 & 109.....	827,924
7) Detention Pond C.....	486,733
8) Southern Pointe Section 401.....	199,539
9) Detention Pond E.....	539,530
10) Southern Pointe Section 111 (Southern Pointe & Mather Parkways).....	1,075,477
11) Southern Pointe Section 400.....	626,031
12) Special Engineering Report - Drainage Report for Pond E.....	18,970
13) Land Cost.....	350,317
14) Engineering Costs.....	627,699
Total Developer Contribution Items.....	\$ 8,260,733

B District Items

1) Offsite Sanitary Sewer Facilities for Southern Pointe.....	\$ 966,805
2) Offsite Water Line for Southern Pointe.....	1,183,315
3) Engineering Costs.....	280,937
Total District Items.....	\$ 2,431,057
Total Construction Cost.....	\$ 10,691,790

II. NON-CONSTRUCTION COSTS

• Capitalized Interest (12 months at 4.50%) (a).....	\$ 652,500
• Developer Interest (4.50%).....	1,660,490
• Bond Discount (3.00%).....	435,000
• Operating Costs.....	224,426
Total Non-Construction Costs.....	\$ 2,972,416

III. ISSUANCE COSTS AND FEES

• Legal Fees.....	\$ 330,000
• Fiscal Agent Fees.....	290,000
• Attorney General Fee (0.10% of BIR or \$9,500).....	9,500
• Bond Issuance Expense.....	50,044
• Bond Application Report Cost.....	120,000
• TCEQ Bond Issuance Fee (0.25%).....	36,250
Total Issuance Cost and Fees.....	\$ 835,794
TOTAL BOND ISSUE.....	\$ 14,500,000

(a) In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for authorized purposes.

Future Debt

The Developers (and its predecessor in interest) and Major Landowner have financed the cost of creation of the District and the land, engineering and construction costs of underground utilities and roads to serve the District, as well as certain other District improvements. After reimbursement from proceeds of the Bonds, the Developers will have expended approximately \$33,840,000 for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developers for these costs to the extent allowed by the Commission. The District contains approximately 288.41 acres of developable land not presently served with water distribution, wastewater collection and storm drainage facilities or roads. It is anticipated that additional bonds will be issued to finance the construction of these facilities to serve this undeveloped acreage. The District can make no representation that any additional development will occur within the District. The Engineer has stated that the District's authorized but unissued bonds will be adequate, under present land use projections, to finance such improvements.

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

<u>Date of Authorization</u>	<u>Purpose</u>	<u>Amount Authorized</u>	<u>Issued to Date</u>	<u>Amount Unissued</u>
11/5/2019	Water, Sanitary Sewer, Drainage and Storm Sewer Systems, & Refunding	\$235,600,000	\$20,095,000 (a)	\$215,505,000
11/5/2019	Roads & Refunding Bonds	\$104,060,000	\$10,715,000	\$93,345,000

(a) Includes the Bonds.

FINANCIAL STATEMENT (UNAUDITED)

2024 Certified Taxable Assessed Valuation.....	\$179,352,316 (a)
Estimated Taxable Assessed Valuation as of October 1, 2024.....	\$254,241,366 (b)
District Debt:	
Outstanding Bonds (as of May 31, 2025).....	\$15,980,000
The Bonds.....	<u>14,500,000</u>
Gross Debt Outstanding (after issuance of the Bonds).....	\$30,480,000
Ratio of Gross Debt to 2024 Certified Taxable Assessed Valuation.....	16.99%
Ratio of Gross Debt to Estimated Taxable Assessed Valuation as of October 1, 2024.....	11.99%

Area of District: 553 acres

Estimated 2024 Population: 2,188 (b)

- (a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."
- (b) Provided by the Appraisal District for information purposes only. Such amount reflects the estimated value of taxable improvements on October 1, 2024. Taxes are levied based on value as certified by the Appraisal District as of January 1 of each year. No tax will be levied on such amount until it is certified. Increases in value occurring between January 1, 2025, and January 1, 2026, will be certified as of January 1, 2026. See "TAX PROCEDURES."
- (c) Based on 3.5 persons per occupied single-family residence.

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Cash and Investment Balances (unaudited as of June 6, 2025)

Operating Fund	Cash and Temporary Investments	\$606,660 (a)
Road Escrow Fund	Cash and Temporary Investments	\$61,544 (b)
Road Debt Service Fund	Cash and Temporary Investments	\$721,253 (c)
WS&D Debt Service Fund	Cash and Temporary Investments	\$449,872 (c) (d)
Road Capital Projects Fund	Cash and Temporary Investments	\$31,445
WS&D Capital Projects Fund	Cash and Temporary Investments	\$0

(a) See "Risk Factors – Operating Funds."

(b) The District maintains funds in the escrow for maintenance of public roads in accordance with its agreement with Brazos County. The District has levied a road maintenance tax for 2024. Those funds will be deposited into the Road Escrow Fund.

(c) Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund. Although all of the District's debt, including the Outstanding Bonds and the Bonds, is payable from an unlimited tax pledge on parity, a pro rata portion of the District's ad valorem tax revenue will be allocated to bonds sold for water, sanitary sewer, drainage and storm sewer facilities, including the Bonds (the "Water, Sewer and Drainage Bonds"), and a portion will be allocated to bonds sold for road facilities (the "Road Bonds"). See "FINANCIAL STATEMENT (UNAUDITED)—Outstanding Bonds." The Water, Sewer and Drainage Debt Service Fund is not pledged to the Road Bonds and the Road Debt Service Fund is not pledged to the Water, Sewer and Drainage Bonds.

(d) Accrued interest and twelve (12) months of capitalized interest on the Bonds will be deposited to the Water, Sewer and Drainage Debt Service Fund. See "USE AND DISTRIBUTION OF BOND PROCEEDS." Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund.

Outstanding Bonds

Series	Original Principal Amount	Principal Amount Outstanding as of April 30, 2025
2020 (a)	\$ 2,000,000	\$ 1,825,000
2022	1,590,000	1,510,000
2023	4,005,000	3,930,000
2024 (a)	8,715,000	8,715,000
		\$ 15,980,000

(a) Unlimited Tax Road Bonds.

Investments of the District

The District has adopted an Investment Policy as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code. The District's goal is to preserve principal and maintain liquidity while securing a competitive yield on its portfolio. Funds of the District will be invested in short term U.S. Treasuries, certificates of deposit insured by the Federal Deposit Insurance Corporation ("FDIC") or secured by collateral evidenced by perfected safekeeping receipts held by a third party bank, and public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate, the inclusion of long term securities or derivative products in the District portfolio.

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ESTIMATED OVERLAPPING DEBT STATEMENT

Expenditures of the various taxing entities within the territory of the District are paid out of ad valorem taxes levied by such entities on properties within the District. Such entities are independent of the District and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in the "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of the overlapping Tax Debt of the District.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping Percent	Amount
Brazos County.....	\$89,480,000	5/31/2025	0.49%	\$438,452
College Station ISD.....	391,815,000	5/31/2025	0.93%	3,643,880
Total Estimated Overlapping Debt.....				\$4,082,332
The District.....	30,480,000 (a)	Current	100.00%	30,480,000
Total Direct and Estimated Overlapping Debt.....				\$34,562,332
Ratio of Total Direct and Estimated Overlapping Debt to:				
2024 Certified Taxable Assessed Valuation.....				19.27%
Estimated Taxable Assessed Valuation as of October 1, 2024.....				13.59%

(a) Includes the Bonds.

Overlapping Tax Rates for 2024

	2024 Tax Rate per \$100 of Taxable Assessed Valuation
Brazos County.....	\$ 0.419700
Brazos County Emergency Service District No. 1.....	0.051347
College Station ISD.....	0.972900
Total Overlapping Tax Rate.....	\$ 1.443947
The District.....	1.000000
Total Tax Rate.....	\$ 2.443947

TAX DATA

Tax Rate Limitations

Debt Service: Unlimited (no legal limit as to rate or amount).
Maintenance and Operations: \$1.00 per \$100 of taxable assessed valuation.
Maintenance and Operations for Roads: \$0.25 per \$100 of taxable assessed valuation.

Debt Service Tax

The Board covenants in the Bond Resolution to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds. The District levied a total debt service tax for 2024 in the amount of \$0.750 per \$100 of taxable assessed valuation. See "Tax Rate Distribution" herein.

Maintenance and Operation Tax

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements, if such maintenance tax is authorized by vote of the District's electors. Pursuant to an election held in 2015, the Board was authorized to levy such a maintenance and operation tax in an amount not to exceed \$1.00 per \$100 of taxable assessed valuation. In addition, at an election held in 2015, the Board was authorized to levy a maintenance and operations tax for roads in an amount not to exceed \$0.25 per \$100 of taxable assessed valuation. Such tax is in addition to taxes which the District is authorized to levy for paying principal and interest on the District's bonds. The District levied a maintenance and operation tax for 2024 in the amount of \$0.235 per \$100 of taxable assessed valuation. The District has also levied a road maintenance tax for 2024 in the amount of \$0.015 per \$100 of taxable assessed valuation.

Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from the District's Tax Assessor/Collector. Reference is made to these records for further and more complete information.

Tax Year	Net Certified Taxable Valuation (a)	Tax Rate	Adjusted Tax Levy (b)	Total Collections As of May 31, 2025	
				Amount	Percent
2019	\$ 8,727,849	\$1.00	\$ 87,278	\$ 87,278	100.00%
2020	20,392,216	1.00	203,922	203,922	100.00%
2021	35,019,506	1.00	350,195	350,195	100.00%
2022	63,761,192	1.00	637,612	637,376	99.96%
2023	126,472,761	1.00	1,264,728	1,264,491	99.98%
2024	179,352,316	1.00	1,793,523	1,750,182	97.58%

(a) Net valuation represents final gross appraised value as certified by the Appraisal District less any exemptions granted. See "Tax Roll Information" below for gross appraised value and exemptions granted by the District.

(b) Represents actual tax levy, including any adjustments by the Appraisal District, as of October 31, 2024.

Taxes are due when billed and become delinquent if not paid before February 1 of the year following the year in which imposed. No split payments are allowed and no discounts are allowed.

Tax Rate Distribution

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Road Debt Service	\$0.520	\$0.045	\$0.275	\$0.290	\$0.430
WS&D Debt Service	\$0.230	\$0.355	\$0.095	-	-
Maintenance and Operations	\$0.235	\$0.585	\$0.630	\$0.710	\$0.570
Road Maintenance	\$0.015	\$0.015	-	-	-
Total	\$1.000	\$1.000	\$1.000	\$1.000	\$1.000

Tax Exemptions

As discussed in the section titled "TAX PROCEDURES" herein, certain property in the District may be exempt from taxation by the District. The District does not exempt any percentage of the market value of any residential homesteads from taxation. The Developers have executed a Waiver of Special Appraisal, waiving its right to claim any agriculture or open space exemptions or any other type of exemption or valuation for the property it owns within the District that would reduce the assessed value of such land below its market value for purposes of ad valorem taxation by the District. Such waiver is binding for periods of thirty years.

Additional Penalties

The District has contracted with a delinquent tax attorney to collect certain delinquent taxes. In connection with that contract, the District established an additional penalty of twenty percent (20%) of the tax to defray the costs of collection. This 20% penalty applies to taxes that either: (1) become delinquent on or after February 1 of a year, but not later than May 1 of that year, and that remain delinquent on April 1 (for personal property) and July 1 (for real property) of the year in which they become delinquent or (2) become delinquent on or after June 1, pursuant to Title 1 of the Texas Tax Code.

Principal Taxpayers

The following list of principal taxpayers was provided by the District's Tax Assessor/Collector based upon the 2024 certified tax rolls, which reflect ownership at January 1, 2024.

<u>Taxpayer</u>	<u>Type of Property</u>	<u>Assessed Valuation</u>	<u>Assessed Valuation</u>
Continental Homes of Texas LP (a)	Land & Improvements	\$ 3,336,718	1.86%
Brightland Homes LTD (a)	Land	2,974,980	1.66%
Phillips 3 Land Holdings, LLC (b)	Land & Improvements	2,967,300	1.65%
BV Southern Pointe Development Inc. (b)	Land	2,702,863	1.51%
BCS Ranger Home Builders LLC (a)	Land & Improvements	1,668,687	0.93%
Stylecraft Builders Inc. (a)	Land	1,563,005	0.87%
Kaleo Builder Group LP (a)	Land	1,483,227	0.83%
First Omega Partners LTD (a)	Land & Improvements	1,087,249	0.61%
1876 Investments LLC	Residential	935,221	0.52%
Individual	Residential	724,480	0.40%
Total for Principal Taxpayers		\$ 19,443,730	10.84%

(a) See "THE DISTRICT—Homebuilders."

(b) See "THE DEVELOPERS AND MAJOR LANDOWNER —The Developers and Major Landowner."

Summary of Assessed Valuation

The following summary of the 2024 certified assessed valuation is provided by the District's Tax Assessor/Collector based on information contained in the 2024 tax rolls of the District. Information in this summary may differ slightly from the assessed valuations shown herein due to differences in dates of data. A breakdown of the Estimated Taxable Assessed Valuation as of October 1, 2024, is not available from the Appraisal District.

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Land	\$47,485,759	\$39,029,995	\$20,779,758	\$15,672,564	\$13,207,676
Improvements	137,953,961	91,218,723	43,912,475	19,587,478	7,024,267
Personal Property	216,669	112,464	92,689	51,668	172,604
Exempt Property	(6,304,073)	(3,888,421)	(1,023,730)	(292,204)	(12,331)
Total Assessed Valuation	\$179,352,316	\$126,472,761	\$63,761,192	\$35,019,506	\$20,392,216

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Tax Adequacy for Debt Service

The calculations showing the tax rates necessary to pay the District’s projected average and projected maximum annual debt service requirements on the Bonds as shown below assume, solely for purposes of illustration, no increase or decrease in assessed valuation over the 2024 Taxable Assessed Valuation as of December 4, 2024, or the Estimated Taxable Assessed Valuation as of October 1, 2024, collection of ninety-five percent (95%) of taxes levied, the sale of no additional bonds, and no other funds available for the payment of debt service. See “DEBT SERVICE REQUIREMENTS” and “RISK FACTORS—Impact on District Tax Rates.”

Projected Average Annual Debt Service Requirement (2025-2050).....	\$1,945,302
\$1.15 tax rate on the 2024 Certified Taxable Assessed Valuation of \$179,352,316 at a 95% collection rate produces	\$1,959,424
\$0.81 tax rate on the Estimated Taxable Assessed Valuation as of October 1, 2024 of \$254,241,366 at a 95% collection rate produces	\$1,956,387
Projected Maximum Annual Debt Service Requirement (2046).....	\$2,039,960
\$1.20 tax rate on the 2024 Certified Taxable Assessed Valuation of \$179,352,316 at a 95% collection rate produces	\$2,044,616
\$0.85 tax rate on the Estimated Taxable Assessed Valuation as of October 1, 2024 of \$254,241,366 at a 95% collection rate produces	\$2,052,999

TAX PROCEDURES

Authority to Levy Taxes

The Board is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, the Outstanding Bonds, and any additional bonds payable from taxes which the District may hereafter issue (see “USE AND DISTRIBUTION OF BOND PROCEEDS—Future Debt”) and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Resolution to levy such a tax from year to year as described more fully herein under “THE BONDS—Source of and Security for Payment.” Under Texas law, the Board may also levy and collect an annual ad valorem tax for the operation and maintenance of the District and for the payment of certain contractual obligations. See “TAX DATA.”

Property Tax Code and County-Wide Appraisal District

Title 1 of the Texas Tax Code (the “Property Tax Code”) specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. Provisions of the Property Tax Code are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. The Brazos Central Appraisal District (the “Appraisal District”) has the responsibility for appraising property for all taxing units within Brazos County, including the District. Such appraisal values are subject to review and change by the Brazos Central Appraisal Review Board (the “Appraisal Review Board”).

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; certain goods, wares and merchandise in transit; farm products owned by the producer; certain property of charitable

organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; travel trailers; and most individually owned automobiles. In addition, the District may by its own action exempt residential homesteads of persons sixty-five (65) years or older and of certain disabled persons to the extent deemed advisable by the Board. The District may be required to offer such an exemption if a majority of voters approve it at an election. The District would be required to call such an election upon petition by twenty percent (20%) of the number of qualified voters who voted in the preceding election. The District is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District's obligation to pay tax supported debt incurred prior to adoption of the exemption by the District.

Furthermore, the District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 depending on the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full amount of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if the residence homestead was donated by a charitable organization. Also, the surviving spouse of a member of the armed forces who was killed or fatally injured in the line of duty, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead spouse. The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, also entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. See "TAX DATA."

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) (not less than \$5,000) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted before July 1.

Freeport Goods and Goods-in-Transit Exemptions: A "Freeport Exemption" applies to goods, wares, ores, and merchandise other than oil, gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining petroleum or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the District does not have such an option. A "Goods-in-Transit" Exemption is applicable to the same categories of tangible personal property which are covered by the Freeport Exemption, if, for tax year 2011 and prior applicable years, such property is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation, and the location where said property is detained during that period is not directly or indirectly owned or under the control of the property owner. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption includes tangible personal property acquired in or imported into Texas for storage purposes only if such property is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the District may, by official action and after public hearing, tax goods-in-transit personal property. A taxing unit must exercise its option to tax goods-in-transit property before January 1 of the first tax year in which it proposes to tax the property at the time and in the manner prescribed by applicable law. The District has taken official action to allow taxation of all such goods-in-transit personal property for all prior and subsequent years.

Tax Abatement

Brazos County or the City of College Station may designate all or part of the area within the District as a reinvestment zone. Thereafter, Brazos County, the District, and the City of College Station (if it were to annex the District), under certain circumstances, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement, which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Generally, assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. In determining market value, either the replacement cost or the income or the market data method of valuation may be used, whichever is appropriate. Nevertheless, certain land may be appraised at less than market value under the Property Tax Code. Increases in the appraised value of residence homesteads are limited by the Texas Constitution to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space, or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space, or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three (3) years for agricultural use, open space land and timberland.

Reappraisal of Property after Disaster

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

District and Taxpayer Remedies

Under certain circumstances taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, taxing units may bring

suit against the Appraisal District to compel compliance with the Property Tax Code. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

Levy and Collection of Taxes

The District is responsible for the levy and collection of its taxes unless it elects to transfer such functions to another governmental entity. The rate of taxation is set by the Board of Directors, after the legally required notice has been given to owners of property within the District, based upon: a) the valuation of property within the District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes, and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. A delinquent tax on personal property incurs an additional penalty, in an amount established by the District and a delinquent tax attorney, 60 days after the date the taxes become delinquent. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the District, which may be rejected by taxing units. The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code, as amended, classifies districts differently based on the current operation and maintenance tax rate or on the percentage of build-out that the district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described on the following page.

Special Taxing Units:

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, may be required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

Developed Districts:

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions for the preceding tax year, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, may be required to hold an election

within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus 1.035 times the previous year's operation and maintenance tax rate plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

Developing Districts:

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax rate imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

The District:

A determination as to a district's status as a Special Taxing Unit, Developed District or Developing District is made by the Board of Directors on an annual basis. For the 2024 tax year, the District is classified as a Developing District. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units. See "ESTIMATED OVERLAPPING DEBT STATEMENT—Overlapping Tax Rates for 2024." A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both subject to the restrictions on residential homesteads described above under "Levy and Collection of Taxes." In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights or by bankruptcy proceedings which restrict the collection of taxpayer debts. A taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records or by bankruptcy proceedings which restrict the collection of taxpayer debts. The District's ability to foreclose its tax lien or collect penalties or interest on delinquent taxes may be limited on property owned by a financial institution which is under receivership by the Federal Deposit Insurance Corporation pursuant to the Federal Deposit Insurance Act, 12 U.S.C. 1825, as amended. See "RISK FACTORS—General" and "—Tax Collection Limitations," and "—Registered Owners' Remedies and Bankruptcy Limitations."

Tax Payment Installments after Disaster

Certain qualified taxpayers, including owners of residential homesteads, located within a designated disaster area or emergency area and whose property has been damaged as a direct result of the disaster or emergency, are entitled to enter into a tax payment installment agreement with a taxing jurisdiction, such as the District, if the taxpayer pays at

least one-fourth of the tax bill imposed on the property by the delinquency date. The remaining taxes may be paid without penalty or interest in three equal installments within six months of the delinquency date.

Additionally, the Property Tax Code authorizes a taxing jurisdiction such as the District, solely at the jurisdiction's discretion to adopt a similar installment payment option for taxes imposed on property that is located within a designated disaster area or emergency area and is owned or leased by certain qualified business entities, regardless of whether the property has been damaged as a direct result of the disaster or emergency.

GENERAL FUND

Operating Statement

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. The City operates the water and sewer system that serves the District, so the District collects no net revenues from operating the system. Such summary is based upon information obtained from the District's audited financial statements for fiscal years ended November 30, 2021, 2022, 2023 and 2024 and from the District's bookkeeper for the five-month period ended April 30, 2025. Reference is made to such records and statements for further and more complete information.

	<u>Fiscal Year Ended November 30</u>				
	<u>12/1/2024 to 4/30/2025 (a)</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Revenues:					
Property Taxes	\$ 428,813	\$ 759,850	\$ 400,930	\$ 248,370	\$ 132,055
Penalties Interest	-	-	-	-	-
Investment Earnings	11,922	31,587	16,587	726	19
TSFR from Road CPF	-	-	-	-	-
Total Revenues	<u>\$ 440,735</u>	<u>\$ 791,437</u>	<u>\$ 417,517</u>	<u>\$ 249,096</u>	<u>\$ 132,074</u>
Expenditures:					
Operating and Administrative					
Professional Fees	\$ 83,270	\$ 231,792	\$ 193,658	\$ 134,992	\$ 191,448
Contracted Services	19,025	40,406	47,236	36,094	14,660
Repairs and Maintenance	2,623	48,825	18,359	-	5,240
Utilities	-	-	-	-	-
Administrative	225,308	22,531	11,847	8,535	9,943
Other	3,735	2,266	5,500	12,577	1,117
Capital Outlay	-	124,551	54,650	-	-
Total Expenditures	<u>\$ 333,961</u>	<u>\$ 470,371</u>	<u>\$ 331,250</u>	<u>\$ 192,198</u>	<u>\$ 222,408</u>
Excess (Deficiency) of Revenues Over Expenditures	\$ 106,774	\$ 321,066	\$ 86,267	\$ 56,898	\$ (90,334)
Other Financing Sources (Uses)					
Developer Advances	\$ -	\$ -	\$ -	\$ 117,000	\$ 30,000
Internal Transfers	\$ -	\$ -	\$ -	\$ 152,286	\$ 6,430
Beginning Fund Balance	<u>\$ 416,936</u>	<u>\$ 95,870</u>	<u>\$ 9,603</u>	<u>\$ (316,581)</u>	<u>\$ (262,677)</u>
Ending Fund Balance	<u>\$ 523,710</u>	<u>\$ 416,936</u>	<u>\$ 95,870</u>	<u>\$ 9,603</u>	<u>\$ (316,581)</u>

(a) Unaudited. Provided by the District's bookkeeper.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Outstanding Bonds and estimated debt service requirements for the Bonds at an assumed interest rate of 4.50% per annum. This schedule does not reflect the fact that twelve (12) months of interest will be capitalized from Bond proceeds.

Calendar Year	Outstanding Debt Service	Debt Service on the Bonds			Total Debt Service
		Principal	Interest	Total	
2025	\$ 986,660	-	-	-	\$ 986,660
2026	984,066	\$ 305,000	\$ 706,875	\$ 1,011,875	1,995,941
2027	980,491	340,000	638,775	978,775	1,959,266
2028	981,105	355,000	623,475	978,475	1,959,580
2029	975,583	370,000	607,500	977,500	1,953,083
2030	981,399	390,000	590,850	980,850	1,962,249
2031	981,015	405,000	573,300	978,300	1,959,315
2032	989,946	425,000	555,075	980,075	1,970,021
2033	992,819	445,000	535,950	980,950	1,973,769
2034	999,820	465,000	515,925	980,925	1,980,745
2035	1,000,722	485,000	495,000	980,000	1,980,722
2036	995,819	505,000	473,175	978,175	1,973,994
2037	1,000,131	530,000	450,450	980,450	1,980,581
2038	1,008,431	555,000	426,600	981,600	1,990,031
2039	1,005,638	575,000	401,625	976,625	1,982,263
2040	1,021,850	605,000	375,750	980,750	2,002,600
2041	1,021,350	630,000	348,525	978,525	1,999,875
2042	1,029,838	660,000	320,175	980,175	2,010,013
2043	1,041,925	690,000	290,475	980,475	2,022,400
2044	1,051,919	720,000	259,425	979,425	2,031,344
2045	1,060,114	750,000	227,025	977,025	2,037,139
2046	1,061,685	785,000	193,275	978,275	2,039,960
2047	966,844	820,000	157,950	977,950	1,944,794
2048	978,379	860,000	121,050	981,050	1,959,429
2049	977,743	895,000	82,350	977,350	1,955,093
2050	989,925	935,000	42,075	977,075	1,967,000
Total	<u>\$ 26,065,215</u>	<u>\$ 14,500,000</u>	<u>\$ 10,012,650</u>	<u>\$ 24,512,650</u>	<u>\$ 50,577,865</u>
Projected Average Annual Debt Service Requirements (2025-2050).....					\$1,945,302
Projected Maximum Annual Debt Service Requirements (2046).....					\$2,039,960

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and legally binding obligations of the District under the Constitution and laws of the State of Texas, payable from the proceeds of an annual ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the District, and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the approving legal opinion of Bond Counsel, to a like effect and to the effect that, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds is not subject to the alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in section 59(k) of the Internal Revenue Code of 1986, as amended (the “Code”)) for the purpose of determining the alternative minimum tax imposed on corporations.

Bond Counsel has reviewed the information appearing in this Official Statement under “THE BONDS,” “THE DISTRICT—General,” “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION,” “TAX PROCEDURES,” “LEGAL MATTERS,” “TAX MATTERS,” and “CONTINUING DISCLOSURE OF INFORMATION” solely to determine if such information, insofar as it relates to matters of law, is true and correct, and whether such information fairly summarizes the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel’s limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

Allen Boone Humphries Robinson LLP also serves as General Counsel to the District on matters other than the issuance of bonds. The legal fees paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based on a percentage of the bonds actually issued, sold, and delivered and, therefore, such fees are contingent upon the sale and delivery of the Bonds. The legal fees paid to Allen Boone Humphries Robinson LLP in its capacity as General Counsel are based on time charges actually incurred.

McCall, Parkhurst & Horton L.L.P., Houston, Texas (“Disclosure Counsel”) serves as Disclosure Counsel to the District. The fee to be paid Disclosure Counsel for services rendered in connection with the issuance of the Bonds is contingent on the issuance, sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

No Material Adverse Change

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the District from that set forth or contemplated in the Preliminary Official Statement.

No-Litigation Certificate

The District will furnish the Initial Purchaser a certificate, executed by both the President or Vice President and Secretary or Assistant Secretary of the Board, and dated as of the date of delivery of the Bonds, to the effect that no litigation of any nature is pending or to its knowledge threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the levy, assessment and collection of ad valorem taxes to pay the interest or the principal of the Bonds; in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds or the title of the present officers of the District.

TAX MATTERS

The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Bonds should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

Tax Exemption

In the opinion of Allen Boone Humphries Robinson LLP, Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the “Service”). The District has covenanted in the Bond Resolution that it will comply with these requirements.

Bond Counsel’s opinion will assume continuing compliance with the covenants of the Bond Resolution pertaining to those sections of the Code that affect the excludability of interest on the Bonds from gross income for federal income tax purposes and, in addition, will rely on representations by the District and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the District and such parties, which Bond Counsel has not independently verified. If the District fails to comply with the covenants in the Bond Resolution or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Bond Counsel will express no opinion as to the amount or timing of interest on the Bonds or, except as stated above, any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds. Certain actions may be taken or omitted subject to the terms and conditions set forth in the Bond Resolution upon the advice or with the approving opinion of Bond Counsel. Bond Counsel will express no opinion with respect to Bond Counsel’s ability to render an opinion that such actions, if taken or omitted, will not adversely affect the excludability of interest of the Bonds from gross income for federal income tax purposes.

Bond Counsel’s opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel’s knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel’s legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the District as the taxpayer, and the Owners of the Bonds may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds, regardless of the ultimate outcome of the audit.

Qualified Tax-Exempt Obligations

The Bonds will not be designated “qualified tax-exempt obligations” for financial institutions.

Additional Federal Income Tax Considerations

Collateral Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences, including but not limited to those noted below. Therefore, prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

An “applicable corporation” (as defined in section 59(k) of the Code) may be subject to a 15 percent alternative minimum tax imposed under section 55 of the Code on its “adjusted financial statement income” (as defined in section 56A of the Code) for such taxable year. Because interest on tax-exempt obligations, such as the Bonds, is included in a corporation’s “adjusted financial statement income,” ownership of the Bonds could subject certain corporations to alternative minimum tax consequences.

Ownership of tax-exempt obligations also may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the “branch profits tax” on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds.

Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium

If the issue price of any maturity of the Bonds exceeds the stated redemption price payable at maturity of such Bonds, such Bonds (the “Premium Bonds”) are considered for federal income tax purposes to have “bond premium” equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Premium Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Accounting Treatment of Original Issue Discount

If the issue price of any maturity of the Bonds is less than the stated redemption price payable at maturity of such Bonds (the “OID Bonds”), the difference between (i) the amount payable at the maturity of each OID Bond, and (ii) the initial offering price to the public of such OID Bond constitutes original issue discount with respect to such OID Bond in the hands of any owner who has purchased such OID Bond in the initial public offering of the Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such OID Bond equal to that portion of the amount of such original issue discount allocable to the period that such OID Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Bonds under the captions “TAX MATTERS – Tax Exemption” and “TAX MATTERS – Additional Federal Income Tax Considerations – Collateral Tax

Consequences” and “—Tax Legislative Changes” generally apply and should be considered in connection with the discussion in this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such OID Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such OID Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such OID Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Underwriter has purchased the Bonds for contemporaneous sale to the public and (ii) all of the OID Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm’s-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the [inside] cover page of this Official Statement. Neither the District nor Bond Counsel has made any investigation or offers any assurance that the OID Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each OID Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner’s basis for such OID Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of OID Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of OID Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such OID Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such OID Bonds.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any recently enacted, proposed, pending or future legislation.

SALE AND DISTRIBUTION OF THE BONDS

Award of the Bonds

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was tendered by _____ (the “Initial Purchaser”) bearing the interest rates shown on the cover page hereof, at a price of _____% of the principal amount thereof plus accrued interest to the date of delivery which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204 of the Texas Government Code.

Prices and Marketability

The prices and other terms with respect to the offering and sale of the Bonds may be changed at any time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market.

Securities Laws

No registration statement relating to the offer and sale of the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE

Moody's Investors Service ("Moody's") has assigned an underlying rating of "___" to the Bonds. An explanation of the ratings may be obtained from Moody's, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. The fee associated with the rating assigned to the District by Moody's will be paid by the District; however, the fee associated with ratings provided by other agencies will be at the expense of the Initial Purchaser. There is no assurance that such rating will continue for any given period of time or that it will not be revised or withdrawn entirely by Moody's, if in its judgement, circumstances so warrant. Any such revisions or withdrawals of the rating may have an adverse effect on the market price of the price of the Bonds.

An application has been made for municipal bond insurance. If qualified, the purchase of municipal bond insurance is optional and at the expense of the Initial Purchaser. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance."

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developers, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from certain other sources. All of these sources are believed to be reliable, but no guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and its inclusion herein is not to be construed as a representation on the part of the District except as described below under "Certification of Official Statement." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Post Oak Municipal Advisors LLC is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the Official Statement, including the Official Notice of Sale and the Official Bid Form for the sale of the Bonds. In its capacity as Financial Advisor, Post Oak Municipal Advisors LLC has compiled and edited this Official Statement. In addition to compiling and editing, the Financial Advisor has obtained the information set forth herein under the caption indicated from the following sources:

"THE DISTRICT" – Brazos County MUD 1., BV Southern Pointe Development, Inc. and Lennar Homes of Texas Land and Construction, Ltd. (The "Developers"), Pape-Dawson Engineers, Inc. ("Engineer"), and Records of the District ("Records");
"THE DEVELOPERS AND MAJOR LANDOWNER" – Developers; "THE ROAD

SYSTEM,” and “THE SYSTEM”– Engineer; “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED” - Records; “FINANCIAL STATEMENT (UNAUDITED)” - Brazos Central Appraisal District and B&A Municipal Tax Service LLC, Tax Assessor/Collector; “ESTIMATED OVERLAPPING DEBT STATEMENT” - Municipal Advisory Council of Texas and Financial Advisor; “TAX DATA” - B&A Municipal Tax Service LLC; “MANAGEMENT” – Records; “DEBT SERVICE REQUIREMENTS” - Financial Advisor; “THE BONDS,” “TAX PROCEDURES,” “LEGAL MATTERS,” and “TAX MATTERS” - Allen Boone Humphries Robinson LLP.

The Financial Advisor has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement, the District has relied upon the following consultants.

Engineer: The information contained in this Official Statement relating to engineering matters and to the description of the System and in particular that information included in the sections entitled “THE DISTRICT,” “THE ROAD SYSTEM,” and “THE SYSTEM” have been provided by Pape – Dawson Engineering, Inc. and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the assessed valuations has been provided by the Brazos Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in Brazos County, including the District.

Tax Assessor/Collector: The information contained in this Official Statement relating to the historical breakdown of the Assessed Valuation, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by B&A Municipal Tax Service, LLC and is included herein in reliance upon the authority of such entity as experts in assessing and collecting taxes.

Auditor: As required by the Texas Water Code, the District retains an independent accountant to audit the District’s financial statements annually, which audited financial statements are filed with the Commission. The District’s financial statements for the fiscal year ended November 30, 2024, have been audited by McGrath & Co., PLLC. See “APPENDIX A” for a copy of the District’s November 30, 2024, audited financial statements.

Bookkeeper: The information related to the “unaudited” summary of the District’s General Fund as it appears in “GENERAL FUND” has been provided by Municipal Accounts & Consulting, L.P., and is included herein in reliance upon the authority of such firm as experts in the tracking and managing the various funds of special districts.

Updating the Official Statement

If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District’s obligations hereunder will extend for an additional period of time as required by law (but not more than 90 days after the date the District delivers the Bonds).

Certification of Official Statement

The District, acting through its Board of Directors in its official capacity, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District. In rendering such certificate, the official executing this certificate may state that he has relied in part on his examination of records of the District relating to matters within his own area of responsibility, and his discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the District.

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Resolution, the District has made the following agreement for the benefit of the registered and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds subject to amendment to or repeal of same as set forth below. Under the agreement, the District will be obligated to provide certain financial information and operating data annually, and timely notice of certain specified events, to the Municipal Securities Rulemaking Board ("MSRB"), or any successor to its functions as a repository, through its Electronic Municipal Market Access ("EMMA") system.

Annual Reports

The District will provide certain financial information and operating data to the MSRB through its EMMA system.

The financial information and operating data which will be provided with respect to the District includes all quantitative financial information and operating data of the general type, included in "FINANCIAL STATEMENT (UNAUDITED)," "TAX DATA," "DEBT SERVICE REQUIREMENTS" and in APPENDIX A (Independent Auditor's Report and Financial Statements). The District will update and provide this information to the MSRB within six months after the end of each of its fiscal years ending in or after 2025. Any information so provided shall be prepared in accordance with generally accepted accounting principles or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the District commissions an audit and if the audit report is completed within the period during which it must be provided. If the audit report is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six-month period and audited financial statements when and if the audit report becomes available.

The District's current fiscal year end is November 30. Accordingly, it must provide updated information by May 31 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Event Notices

The District will provide timely notices of certain specified events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of beneficial owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other

obligated person; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person or the sale of all or substantially all of the assets of the District or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the District or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or other obligated person, any of which affect beneficial owners of the Bonds, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District or other obligated person, any of which reflect financial difficulties. The terms “obligated person” and “financial obligation” when used in this paragraph shall have the meanings ascribed to them under the Rule. The term “material” when used in this paragraph shall have the meaning ascribed to it under the federal securities laws. Neither the Bonds nor the Bond Resolution make any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide financial information, operating data, or financial statements in accordance with its agreement described above under “Annual Reports.”

Availability of Information from MSRB

The District has agreed to provide the foregoing information only to the MSRB. The MSRB makes the information available to the public without charge through the EMMA internet portal at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Registered or beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, if but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering made hereby in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the initial offering. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

Since the issuance of its first series of bonds in 2020, the District has complied in all material respects with its previous continuing disclosure agreements made by the District.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendices hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of Brazos County Municipal Utility District No. 1, as of the date shown on the cover page.

/s/

President, Board of Directors
Brazos County Municipal Utility District No. 1

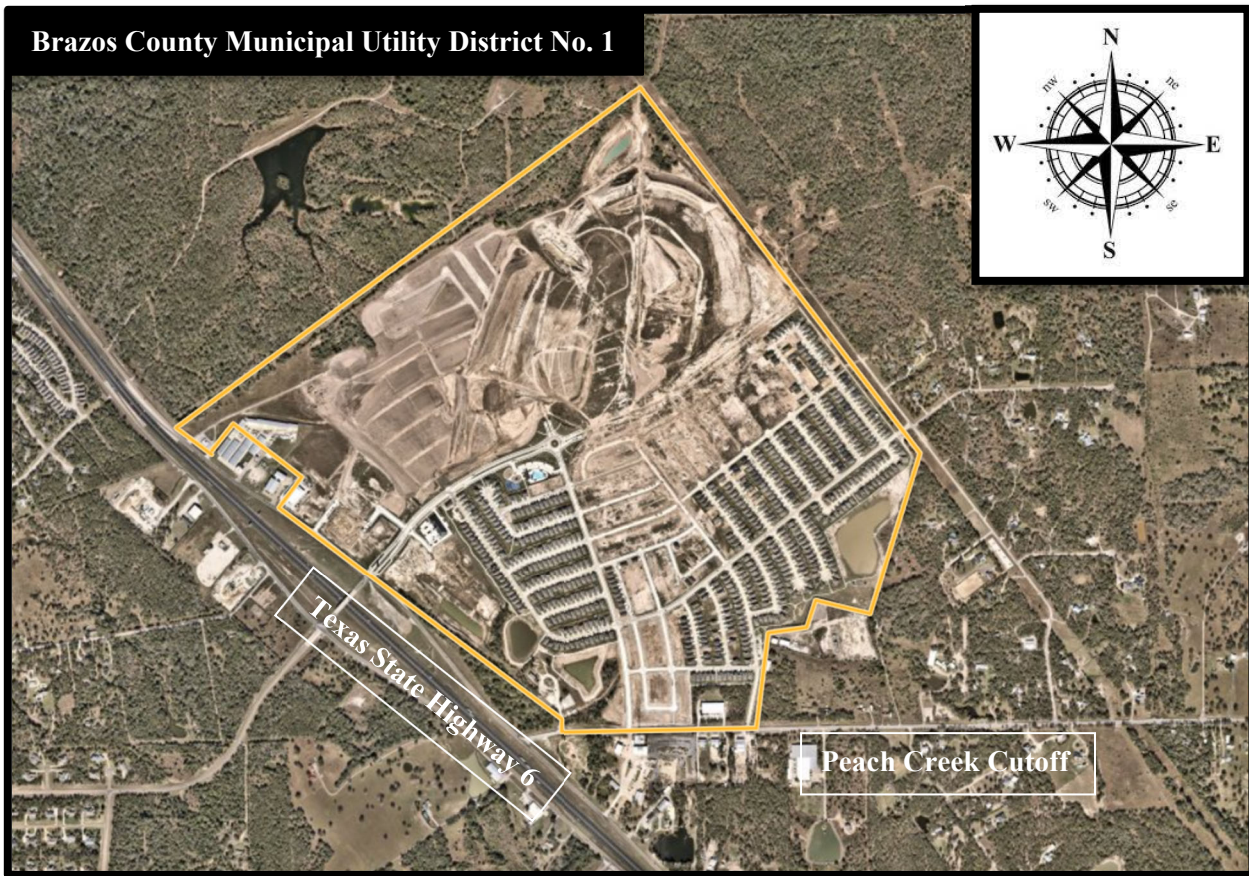
ATTEST:

/s/

Secretary, Board of Directors
Brazos County Municipal Utility District No. 1

AERIAL PHOTOGRAPH

(Approximate boundaries of the District as of November 2024)



PHOTOGRAPHS

The following photographs were taken in the District in November 2023, solely to illustrate the type of improvements which have been constructed in the District. The District cannot predict if any additional improvements will be constructed in the future.

APPENDIX A

Independent Auditor's Report and Financial Statements for the fiscal year ended November 30, 2024

Financing Timetable

Brazos County Municipal Utility District No. 1

Unlimited Tax Bonds, Series 2025

\$14,500,000

Jun 2025	Jul 2025	Aug 2025	Sep 2025
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4 5	1 2	1 2 3 4 5 6
8 9 10 11 12 13 14	6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13
15 16 17 18 19 20 21	13 14 15 16 17 18 19	10 11 12 13 14 15 16	14 15 16 17 18 19 20
22 23 24 25 26 27 28	20 21 22 23 24 25 26	17 18 19 20 21 22 23	21 22 23 24 25 26 27
29 30	27 28 29 30 31	24 25 26 27 28 29 30	28 29 30
		31	

Regular Board Meeting

Bond Market Holiday

<i>Date</i>	<i>Action Item</i>	<i>Responsibility</i>
Wed 4/23	Distribute first draft POS to working group	FA
Tue 5/6	Return comments on first draft POS	All
Fri 5/9	Regular Board Meeting: POS approval and authorize distribution of POS	Issuer/BC/FA
Tue 6/10	Submit credit package to rating agency	FA
Mon 6/16	Distribute second draft of POS to working group	FA
Fri 6/20	Return comments on second draft of POS	All
Wed 6/25	Distribute final draft of POS	FA
Tue 7/1	Send Ad's to Newspaper (Eagle) & Send Ad to MAC	FA
Wed 7/2	Return final comments on POS	All
Fri 7/4	Confirm MAC Ad posted today	FA
Mon 7/7	Confirm newspaper ad posted today	FA
Wed 7/9	Receive bond ratings	Issuer/FA
Thu 7/10	Print and distribute POS	FA
Thu 7/17	Bond Pricing: Lock-in interest rates on the bonds	All
Fri 7/18	Distribute draft of final Official Statement (OS)	FA
Tue 7/22	Return comments on draft of OS	All
Thu 7/24	Print and distribute OS	FA
Tue 7/29	Request Invoices from Working Group	FA
Tue 8/5	Distribute draft of closing memorandum	FA
Tue 8/12	Return comments on draft Closing Memo	All
Mon 8/18	Distribute final closing memorandum	FA
Tue 8/19	Closing: Transfer funds and deliver the bonds	All

Issuer = Issuer = Brazos County Municipal Utility District No. 1
BC = Bond Counsel = Allen Boone Humphreys Robinson LLP
FA = Financial Advisor = Post Oak Municipal Advisors LLC
DC = Disclosure Counsel = McCall, Parkhurst & Horton LLP
PA = Paying Agent = The Bank of New York Mellon Trust Company, N.A.

BOND DEBT SERVICE

Brazos County Municipal Utility District No. 1
Bond Application No. 3

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2026	305,000.00	4.500%	706,875.00	1,011,875.00
09/01/2027	340,000.00	4.500%	638,775.00	978,775.00
09/01/2028	355,000.00	4.500%	623,475.00	978,475.00
09/01/2029	370,000.00	4.500%	607,500.00	977,500.00
09/01/2030	390,000.00	4.500%	590,850.00	980,850.00
09/01/2031	405,000.00	4.500%	573,300.00	978,300.00
09/01/2032	425,000.00	4.500%	555,075.00	980,075.00
09/01/2033	445,000.00	4.500%	535,950.00	980,950.00
09/01/2034	465,000.00	4.500%	515,925.00	980,925.00
09/01/2035	485,000.00	4.500%	495,000.00	980,000.00
09/01/2036	505,000.00	4.500%	473,175.00	978,175.00
09/01/2037	530,000.00	4.500%	450,450.00	980,450.00
09/01/2038	555,000.00	4.500%	426,600.00	981,600.00
09/01/2039	575,000.00	4.500%	401,625.00	976,625.00
09/01/2040	605,000.00	4.500%	375,750.00	980,750.00
09/01/2041	630,000.00	4.500%	348,525.00	978,525.00
09/01/2042	660,000.00	4.500%	320,175.00	980,175.00
09/01/2043	690,000.00	4.500%	290,475.00	980,475.00
09/01/2044	720,000.00	4.500%	259,425.00	979,425.00
09/01/2045	750,000.00	4.500%	227,025.00	977,025.00
09/01/2046	785,000.00	4.500%	193,275.00	978,275.00
09/01/2047	820,000.00	4.500%	157,950.00	977,950.00
09/01/2048	860,000.00	4.500%	121,050.00	981,050.00
09/01/2049	895,000.00	4.500%	82,350.00	977,350.00
09/01/2050	935,000.00	4.500%	42,075.00	977,075.00
	14,500,000.00		10,012,650.00	24,512,650.00

BOND DEBT SERVICE

Brazos County Municipal Utility District No. 1
 Bond Application No. 3

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2026			380,625.00	380,625.00	
09/01/2026	305,000.00	4.500%	326,250.00	631,250.00	1,011,875.00
03/01/2027			319,387.50	319,387.50	
09/01/2027	340,000.00	4.500%	319,387.50	659,387.50	978,775.00
03/01/2028			311,737.50	311,737.50	
09/01/2028	355,000.00	4.500%	311,737.50	666,737.50	978,475.00
03/01/2029			303,750.00	303,750.00	
09/01/2029	370,000.00	4.500%	303,750.00	673,750.00	977,500.00
03/01/2030			295,425.00	295,425.00	
09/01/2030	390,000.00	4.500%	295,425.00	685,425.00	980,850.00
03/01/2031			286,650.00	286,650.00	
09/01/2031	405,000.00	4.500%	286,650.00	691,650.00	978,300.00
03/01/2032			277,537.50	277,537.50	
09/01/2032	425,000.00	4.500%	277,537.50	702,537.50	980,075.00
03/01/2033			267,975.00	267,975.00	
09/01/2033	445,000.00	4.500%	267,975.00	712,975.00	980,950.00
03/01/2034			257,962.50	257,962.50	
09/01/2034	465,000.00	4.500%	257,962.50	722,962.50	980,925.00
03/01/2035			247,500.00	247,500.00	
09/01/2035	485,000.00	4.500%	247,500.00	732,500.00	980,000.00
03/01/2036			236,587.50	236,587.50	
09/01/2036	505,000.00	4.500%	236,587.50	741,587.50	978,175.00
03/01/2037			225,225.00	225,225.00	
09/01/2037	530,000.00	4.500%	225,225.00	755,225.00	980,450.00
03/01/2038			213,300.00	213,300.00	
09/01/2038	555,000.00	4.500%	213,300.00	768,300.00	981,600.00
03/01/2039			200,812.50	200,812.50	
09/01/2039	575,000.00	4.500%	200,812.50	775,812.50	976,625.00
03/01/2040			187,875.00	187,875.00	
09/01/2040	605,000.00	4.500%	187,875.00	792,875.00	980,750.00
03/01/2041			174,262.50	174,262.50	
09/01/2041	630,000.00	4.500%	174,262.50	804,262.50	978,525.00
03/01/2042			160,087.50	160,087.50	
09/01/2042	660,000.00	4.500%	160,087.50	820,087.50	980,175.00
03/01/2043			145,237.50	145,237.50	
09/01/2043	690,000.00	4.500%	145,237.50	835,237.50	980,475.00
03/01/2044			129,712.50	129,712.50	
09/01/2044	720,000.00	4.500%	129,712.50	849,712.50	979,425.00
03/01/2045			113,512.50	113,512.50	
09/01/2045	750,000.00	4.500%	113,512.50	863,512.50	977,025.00
03/01/2046			96,637.50	96,637.50	
09/01/2046	785,000.00	4.500%	96,637.50	881,637.50	978,275.00
03/01/2047			78,975.00	78,975.00	
09/01/2047	820,000.00	4.500%	78,975.00	898,975.00	977,950.00
03/01/2048			60,525.00	60,525.00	
09/01/2048	860,000.00	4.500%	60,525.00	920,525.00	981,050.00
03/01/2049			41,175.00	41,175.00	
09/01/2049	895,000.00	4.500%	41,175.00	936,175.00	977,350.00
03/01/2050			21,037.50	21,037.50	
09/01/2050	935,000.00	4.500%	21,037.50	956,037.50	977,075.00
	14,500,000.00		10,012,650.00	24,512,650.00	24,512,650.00

July 10, 2025

Item No. 7.8.

Community Development Block Grant Mitigation funding from the Texas General Land Office

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a resolution accepting \$500,000 in Community Development Block Grant Mitigation funding from the Texas General Land Office and distributed through the Brazos Valley Council of Governments and committing General Funds in the amount of \$8,175 and Community Development Block Grant Entitlement in the amount of \$69,063.22 funds.

Relationship to Strategic Goals:

- Core Services & Infrastructure

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

Summary:

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

The following projects were identified and approved by City Council in April 2023 and the application was submitted in May 2023. In July of 2024 City Council approved a resolution adopting the following projects and budget:

Project	Total Budget	CDBG-MIT	General Funds	CDBG-EN
Flood Assessment	\$150,000.00	\$150,000.00	-	-
Lincoln Center Generator Installation	\$144,200.00	\$89,835.00	-	\$54,365.00
Meyers Senior & Community Center Generator Installation	\$144,800.00	\$144,800.00	-	-
Flood Warning System Pilot Project	\$74,232.00	\$66,057.00	\$8,175.00	-
Administration Expenses	\$49,308.00	\$49,308.00	-	-
Total	\$562,540.00	\$500,000.00	\$8,175.00	\$54,365.00

Since approval by this body, Staff has responded to multiple Requests for Information regarding the application for funding and ultimately entered the contracting phase with the GLO on March 4th, 2025. Given the timespan of the application, Staff now seeks approval for the following budget that reflects fluctuations in engineering costs and guidance from the GLO which will incur an additional **\$14,698.22** in Community Development Block Grant funds.

Project	Total Budget	CDBG-MIT	General Funds	CDBG-EN
Flood Assessment	\$150,000.00	\$150,000.00	-	-
Lincoln Center Generator Installation	\$144,200.00	\$91,008.78	-	\$53,191.22
Meyers Senior & Community Center Generator Installation	\$144,800.00	\$144,800.00	-	-
Flood Warning System Pilot Project	\$80,755.22	\$64,883.22	-	\$15,872.00
Administration Expenses	\$57,483.00	\$49,308.00	\$8,175.00	-
Total	\$577,238.22	\$500,000.00	\$8,175.00	\$69,063.22

Budget & Financial Summary: Staff is seeking approval for the budget detailed above.

Attachments:

1. CDBG-MIT Resolution 7.10.25

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, APPROVING THE ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION FUNDS FROM THE GENERAL LAND OFFICE THROUGH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS REGIONAL MITIGATION PROGRAM; REPEALING RESOLUTION NO. 07-25-24-6.11 IN ITS ENTIRETY.

WHEREAS, the Texas General Land Office (GLO) allocated \$25,041,000.00 to the Brazos Valley Region as part of the Regional Mitigation Program; and

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

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

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

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

PART 1: That Resolution No. **07-25-24-6.11** approving acceptance of the Community Development Block Grant Mitigation Funds from GLO be immediately repealed and terminated in its entirety.

PART 2: That the City Council hereby accepts the Community Development Block Grant Mitigation funds in the minimum amount of \$500,000.

PART 3: That the City of College Station, Texas will commit General Funds in the amount of \$8,175.00 for the Flood Warning System project.

PART 4: That the City of College Station, Texas will commit Community Development Block Grant funds (B-MC-22-48-0007) in the amount of \$69,063.22 for the Lincoln Recreation Center Generator Installation project.

PART 5: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by GLO or BVCOG for the Community Development Block Grant Mitigation Program on behalf of the City of College Station.

PART 6: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ Day of _____, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

July 10, 2025

Item No. 8.1.

FY 2025-2026 Proposed Budget Outside Agency requests

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the FY 2025-2026 Proposed Budget Outside Agency requests.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Neighborhood Integrity

Diverse & Growing Economy

Improving Mobility

Sustainable City

Recommendation(s): Staff recommends that Council consider the details the FY 2025-2026 Proposed Budget Outside Agency requests.

Summary: Staff will present details of the City of College Station FY 2025-2026 Proposed Budget Outside Agency requests for funding. Agency representatives will be on hand to answer Council questions.

The City's charter says the City Manager will prepare and submit a proposed budget to the City Council no later than 30 days prior to the end of the fiscal year. The budget was presented on to Council on July 7th.

The calendar for the budget process includes a budget public hearing on July 24th. The tax rate hearing is scheduled for August 28th. Adoption of the Budget and tax rate is scheduled for August 28th.

Budget & Financial Summary: None

Attachments:

None

July 10, 2025
Item No. 8.2.
Neighborhood Parking Update

Sponsor: Jennifer Prochazka, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a neighborhood parking update.

Relationship to Strategic Goals:

Neighborhood Integrity

Core Infrastructure and Services

Recommendation(s): Staff recommends that the Council receive the presentation and provide direction, as appropriate.

Summary: This item is an opportunity for the Council to provide feedback / direction on potential neighborhood parking restrictions and the public engagement process.

Budget & Financial Summary: N/A

Attachments:

None

July 10, 2025
Item No. 8.3.
Greater Northgate Small Area Plan Engagement Report

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Greater Northgate Small Area Plan Engagement Report.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): Staff recommends Council receive the plan and provide direction as desired.

Summary: At the direction of the City Council, between Jan. and April 2025, community stakeholders contributed input through seven public meetings, two online engagement platforms, and a walking tour. These efforts yielded over 275 map-based comments, hundreds of participant quotes, and more than 50 action recommendations. City staff guided the process by facilitating engagement, analyzing feedback, and translating community ideas into implementable actions.

The City of College Station implemented a robust and multifaceted outreach strategy to raise awareness of the Greater Northgate Small Area planning process. Through City social media channels, blog posts, and the “What’s Up College Station?” video series, the City kept residents informed and encouraged public participation. Additionally, local media outlets provided news coverage featuring interviews with committee members and City staff, further expanding public awareness of the engagement process.

City Staff provided existing condition information to the community stakeholder group to provide background information in the area. The group then charged into various topics surrounding the Greater Northgate area under their vision statement of the follow:

- “Rooted in history and tradition, the Greater Northgate Area will be a thoughtfully designed and well-connected hub, bringing together the Northgate District, Century Square, Hensel Park, and Northpoint Crossing. Through strategic planning and collaborative development, we envision pedestrian-friendly connectivity, enhanced infrastructure, and lifestyle conveniences. This plan will foster future community while honoring this historical area for tourists and locals alike.”

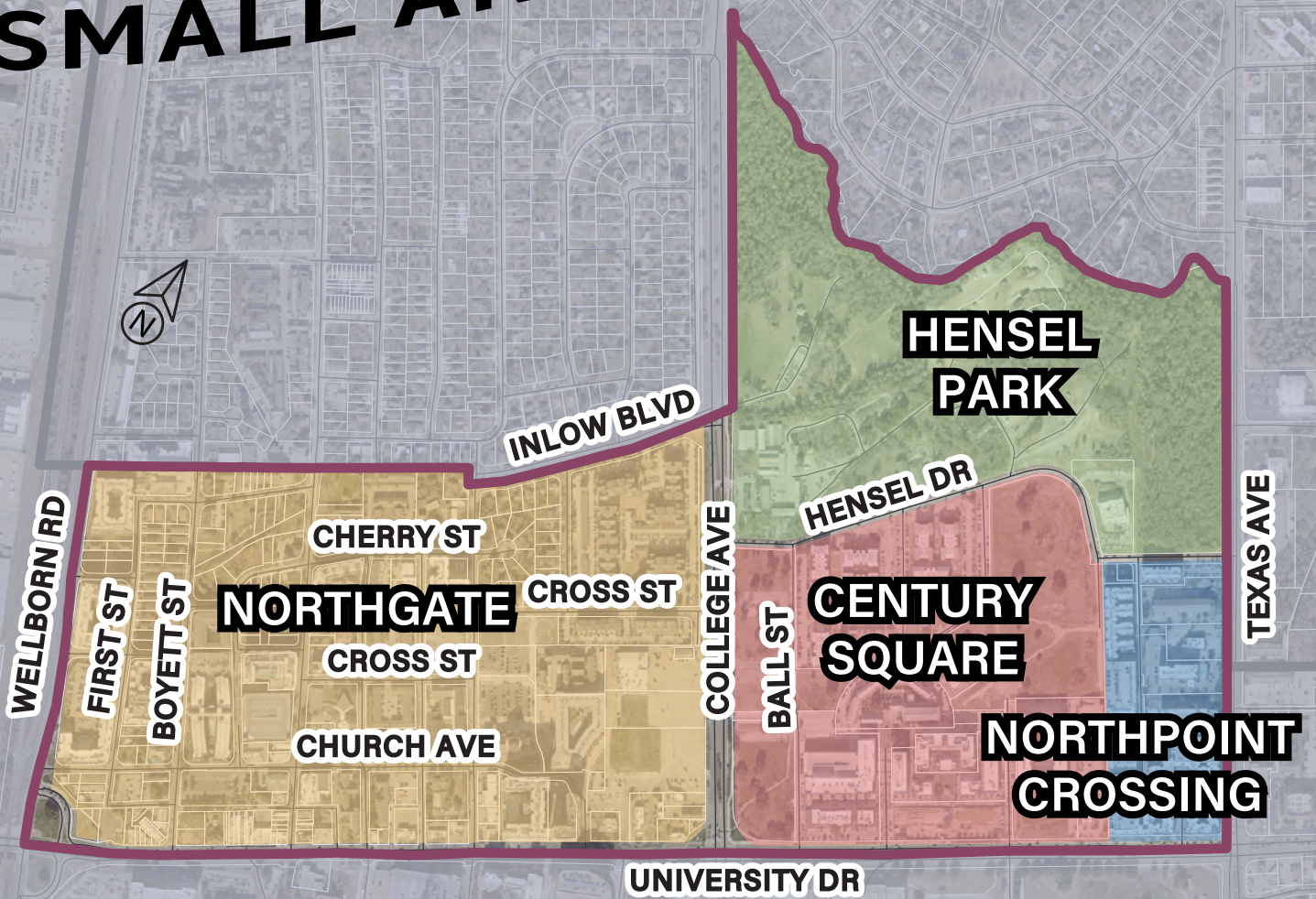
Over the course of stakeholder meetings, online feedback, workshops, and the mapping survey, clear themes emerged about the community’s aspirations for the Greater Northgate Area. While perspectives varied, a consistent set of priorities, challenges, and opportunities surfaced across engagement formats. Ultimately, the stakeholder committee decided which action items should be included for consideration in this engagement report.

Budget & Financial Summary:**Attachments:**

1. Greater Northgate Small Area Plan Engagement Report

NORTHGATE

SMALL AREA PLAN



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

For more information, go to cstx.gov/northgate
You can also email your comments to northgateplan@cstx.gov

OVERVIEW

This report is the product of a collaborative effort that began in Jan. 2025, when City Council directed staff to launch a small area planning process for the Greater Northgate area. Council specifically tasked staff with beginning the effort by engaging community stakeholders through a structured input process. The purpose of this report is to document and synthesize that input, offering a clear understanding of stakeholders' priorities, concerns, and aspirations for the area's future. This planning area includes the Northgate District, Northpoint Crossing, and Texas A&M University properties, Century Square and Hensel Park.

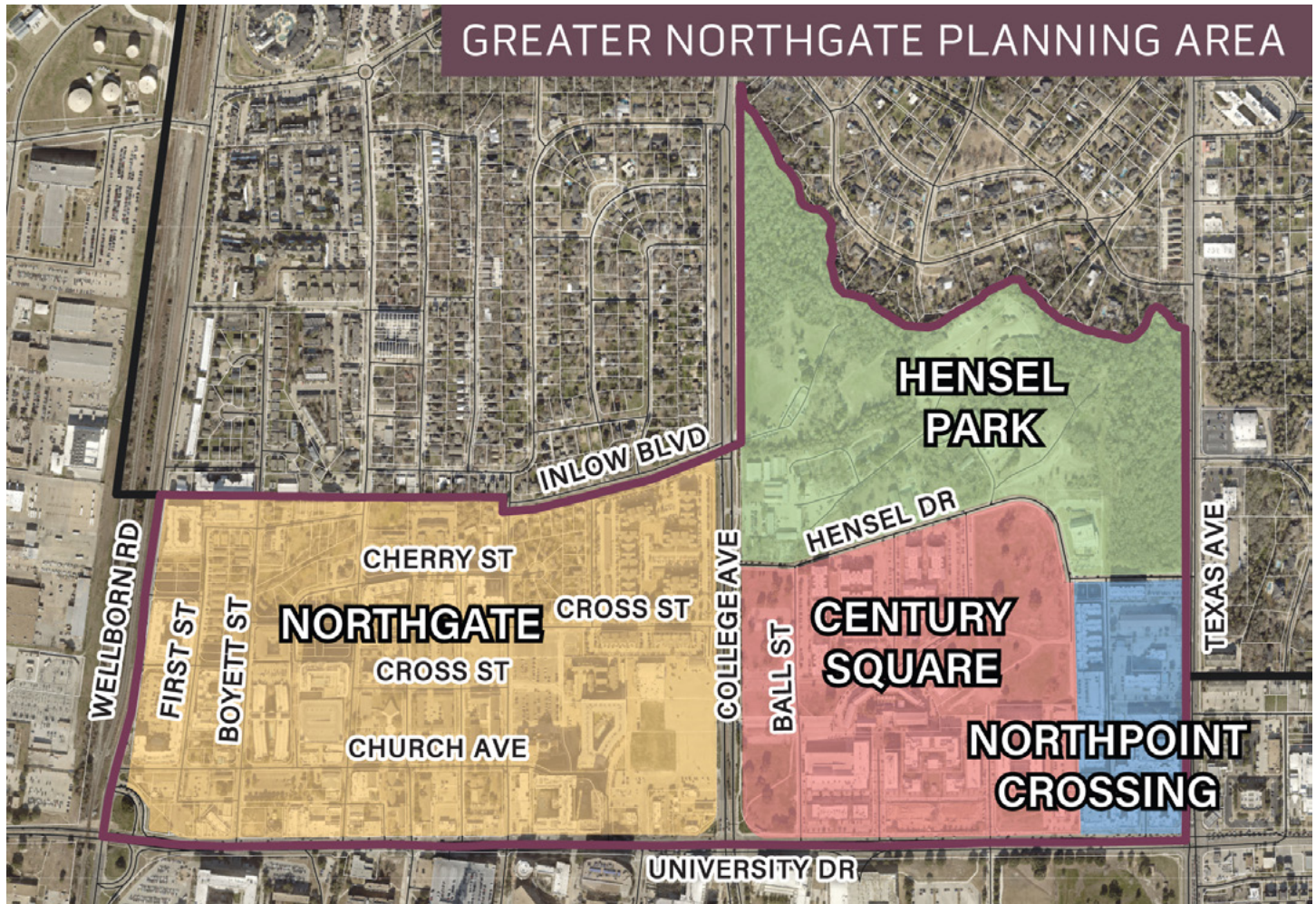


Figure 1. Greater Northgate Planning Area

Between Jan. and April 2025, community stakeholders contributed input through seven public meetings, two online engagement platforms, and a walking tour. These efforts yielded over 275 map-based comments, hundreds of participant quotes, and more than 50 action recommendations. City staff guided the process by facilitating engagement, analyzing feedback, and translating community ideas into implementable actions.

ENGAGEMENT PROCESS & TIMELINE

- Engagement activities included:
- A public kickoff event and mapping exercise (January 2025)
- Stakeholder committee meetings (February–May 2025)
- An interactive walking tour and visual audit (April 2025)
- Online surveys
- Direct coordination with Texas A&M University, local businesses, residents, and City staff

OUTREACH & COMMUNICATIONS STRATEGY

The City of College Station implemented a robust and multifaceted outreach strategy to raise awareness of the Greater Northgate Small Area planning process. Through City social media channels, blog posts, and the “What’s Up College Station?” video series, the City kept residents informed and encouraged public participation. Additionally, local media outlets provided news coverage featuring interviews with committee members and City staff, further expanding public awareness of the engagement process.

TIMELINE & ACTIVITIES

Date	Format	Topic
Jan. 28, 2025	Kickoff Workshop	Visioning & Mapping Exercise
Feb. 4, 2025	Committee Meeting #1	Existing Conditions Review
Feb. 18, 2025	Committee Meeting #2	Input Summary & Visioning
March 4, 2025	Committee Meeting #3	Mobility, Connectivity, Infrastructure
March 18, 2025	Committee Meeting #4	Land Use, Zoning, Retail, and Public Safety
April 1, 2025	District Walking Tour	Site Observations and Field Input
April 15, 2025	Committee Meeting #5	Charrette on Character, Historic Preservation, Development Restrictions
May 20, 2025	Committee Meeting #6	Committee Goals and Action Items

PROJECT KICKOFF

The in-person Kickoff Workshop on Jan. 28, 2025, marked the community's first engagement event in the Greater Northgate Small Area Planning process, drawing over 100 participants. The event introduced the project's purpose, scope, and timeline and engaged participants in breakout group activities. These activities gathered early stakeholder feedback, identified community priorities, and revealed key challenges and opportunities to guide the planning process.



Figure 2. Greater Northgate Small Area Plan Kickoff meeting project introduction.



Figure 3. Greater Northgate Small Area Plan Kickoff meeting group breakout activity.

<https://www.flickr.com/photos/collegestation/albums/72177720323522299>

Activities Included:

- Welcome Presentation: Overview of project timeline, goals, and planning principles.
- Vision Exercise: Groups shared keywords and early draft vision statements, many emphasizing walkability, history, diversity of land uses, and better connectivity.
- Group Discussions: Participants identified what they like, dislike, and hope to change in Northgate.
- Mapping Exercise: Stakeholders used "Keep / Change / Idea" prompts to annotate paper and digital maps.

Key Themes Emerged:

- Mobility & Infrastructure: Calls for more walkable streets, bike-friendly design, and better transit options.
- Community Character: Emphasis on preserving local identity, culture, and student-community balance.
- Public Spaces: High interest in more green space, public plazas, and art installations.
- Economic Development: Desire for daytime retail, grocery stores, and diverse entertainment options.
- Historic Preservation: Clear desire to retain iconic Northgate buildings and Aggie traditions.

Input collected during the kickoff workshop laid the groundwork for a committee vision statement and guided the structure of future engagement sessions.

STAKEHOLDER COMMITTEE

Immediately following the kickoff workshop, the Greater Northgate Stakeholder Committee was established to gather targeted input from a diverse range of perspectives. The 80-member committee included residents, business owners, elected and appointed officials, university representatives, and developers. While participation was open to all community members, some individuals were specifically invited to join based on their expertise and strong ties to the Greater Northgate area.

Primary Roles of the Committee:

- Provide insight into local challenges and opportunities
- Review of data and analysis shared by staff and consultants
- Offer feedback on draft materials and planning concepts
- Help shape and refine the community vision
- Serve as a liaison to broader community groups

From January through April 2025, the Stakeholder Committee met biweekly to discuss key topics such as land use, mobility, infrastructure, urban design, economic development, historic preservation, and public safety. Each meeting included data presentations, facilitated discussions, and interactive activities such as breakouts or roundtables.

COMMITTEE VISION STATEMENT

During the February 18 and March 4 meetings, the planning team facilitated discussions focused on crafting a vision statement for the committee. Members were invited to vote on their preferred language and offer suggestions for improvement. This collaborative process led to a consensus on a statement that emphasizes walkability, historical character, local vibrancy, and well-connected destinations.

“Rooted in history and tradition, the Greater Northgate Area will be a thoughtfully designed and well-connected hub, bringing together the Northgate District, Century Square, Hensel Park, and Northpoint Crossing. Through strategic planning and collaborative development, we envision pedestrian-friendly connectivity, enhanced infrastructure, and lifestyle conveniences. This plan will foster future community while honoring this historical area for tourists and locals alike.”

STAKEHOLDER COMMITTEE MEETINGS

Existing Conditions (Feb. 4, 2025)

The February 4, 2025, Stakeholder Committee meeting focused on establishing a shared understanding of existing conditions across the Greater Northgate planning area. Staff presented key findings related to demographics, land use, zoning, public safety, infrastructure, and redevelopment trends.

Key Topics and Highlights:

- A growing residential population of approximately 9,400, with 99% of residents identified as renters and a high concentration of student households.
- The dominance of multifamily housing, with significant growth in the past two decades.
- Texas A&M University’s substantial land ownership and influence, particularly in areas like Century Square and Hensel Park.
- Zoning distinctions, including the College/University zoning designation, PDDs (Planned Development Districts), and the Northgate Design District.
- Public safety data indicates a concentration of fire, EMS, and police calls in Northgate, particularly at night.
- Infrastructure investments that have driven redevelopment, including new housing, commercial projects, and public realm enhancements.
- Economic indicators show increasing appraised values and revenues from hotel occupancy taxes and utilities.

Committee members raised questions about the extent of the planning area boundaries, university development coordination, and pedestrian access challenges created by large-scale projects like Northpoint Crossing. Several members requested more detailed data broken down by subarea, including police and fire call types, crash data, tax revenue, and active development permits.

Input Summary & Visioning (Feb 18, 2025)

The Feb. 18, 2025, Stakeholder Committee meeting centered on synthesizing input received from the kickoff workshop and online comments. Staff also presented additional existing conditions data as requested by the committee.

Key Topics and Highlights:

- Committee members voted on a preferred name for the planning area (Greater Northgate), a preferred name for one of the sub areas (Northgate District), and the preferred name for a special focus area (Northgate).
- Staff presented additional data on fire, EMS, and police calls for service broken down by hour of the day and planning sub area.
- Staff presented a summary of online and kickoff workshop feedback, which identified core themes such as pedestrian safety, public space enhancements, building scale, retail diversity, and historic preservation.
- Committee members reviewed survey participants sentiment and discussed common priorities across community engagement sources.
- Draft staff-derived vision statements were shared for consideration, reflecting themes such as mixed-use development, a pedestrian-oriented environment, and Northgate's historical legacy.
- Committee members voted to develop a group vision statement as homework with the intent that the committee would vote on a vision statement at the following committee meeting.

Mobility, Connectivity, and Infrastructure (Mar 4, 2025)

The March 4, 2025, Stakeholder Committee meeting focused on mobility, connectivity, and infrastructure across the Greater Northgate area. The session built upon existing conditions data and public feedback to identify specific barriers and opportunities to improve transportation systems and the public realm.

Key Topics and Highlights:

- Visioning: Committee members voted on a committee vision statement
- East-West Connectivity: Participants emphasized the lack of continuous east-west routes through Northgate, especially between Wellborn and Texas Avenue. Cherry Street and the Culpepper development were discussed as critical connections.
- Pedestrian Safety: Difficult crossings at Church, Boyett, and South College were identified as high-priority areas for improvements such as signal timing adjustments, pedestrian bridges, or underpasses. Prioritization of pedestrian crossings at College Main and Boyett as the top safety improvement projects.
- One-way Street Concept: Possibility of one-way street concept was discussed, including which streets could serve as one-way pairs.
- Sidewalk Widths and Quality: Narrow sidewalks, particularly near College Main, were cited as unsafe and insufficient given current pedestrian volumes. The need for wider sidewalks and ADA accessibility was strongly supported.
- Bike and Scooter Infrastructure: Gaps in the bike network and conflicts between modes (bikes, scooters, pedestrians) were discussed. Suggestions included protected bike lanes, clearer signage, and designated routes.
- Trolley system Proposal: Participants introduced a concept for a Northgate circulator trolley to connect key destinations, alleviate pedestrian congestion, and reduce vehicle dependence.
- Parking & Traffic Flow: Dynamic parking pricing, subterranean parking, and better wayfinding were proposed as strategies to address parking challenges and improve event circulation.
- Aesthetics and District Branding: Participants supported adding gateway signage, murals, and unified streetscape elements to create a stronger district identity.

Land Use, Regulations, Retail Recruitment, and Public Safety (Mar 18, 2025)

The March 18, 2025, Stakeholder Committee meeting explored land use patterns, regulatory frameworks, retail dynamics, and public safety issues. The discussion was built on previous meetings by linking physical form, land use policy, and quality of life factors such as safety and aesthetics.

Key Topics and Highlights:

- **Land Use Mix:** Participants expressed interest in maintaining a balanced mix of uses, especially encouraging more retail, entertainment, and service offerings that appeal to a broader demographic beyond students. A grocery store was identified as a major desire, though challenges were acknowledged.
- **Development Regulations:** Concerns were raised about building scale and design quality. Stakeholders suggested limiting height to 2–5 stories in the entertainment district and near historic structures, while reinforcing architectural standards to improve aesthetics and compatibility. Broad support for modifying design standards to promote walkability, improve aesthetics, and preserve community character.
- **Historic Preservation:** Participants supported creating a formal designation for historically significant buildings and emphasized the value of preserving local icons like The Dixie Chicken.
- **Public Safety Perception:** Committee members raised concerns about Northgate's reputation for being unsafe at night, citing issues like public intoxication, vandalism, and poor lighting. Proposed solutions included better lighting, late-night patrols, public restrooms, and active programming. Several bar managers on the committee felt the negative perception was unfair, and they highlighted the safety measures and training they implement to ensure a positive experience for patrons.
- **Retail Recruitment:** The group discussed challenges to attracting desirable businesses, citing competition from online shopping and perceived fluctuations in foot traffic as key barriers. To address these issues, participants suggested creating a more social, mixed-use environment that encourages activity throughout the day and into the evening. Opinions differed on retail strategy, with some advocating for student-focused offerings, while others emphasized the importance of attracting a broader mix to serve a more diverse customer base.
- **Parking and Access:** Participants expressed a desire for more teaser parking in the Northgate District, similar to Century Square, and recommended ways to improve the perception of parking availability through new signage and real-time availability indicators.

Northgate Walking Tour and Visual Audit (Apr 1, 2025)

The Northgate Walking Tour and Visual Audit offered committee members and city staff an opportunity to observe the built environment firsthand. Conducted in six groups of six to ten participants, the activity involved themed routes where each group examined infrastructure conditions, land use patterns, pedestrian environments, and safety features.



Figure 4. Map of Northgate Walking Tour routes. Approximately 50 participants walked one of two designated routes to document features of Northgate using ArcGIS Survey123, a GIS-based online survey tool that links submitted photos to specific locations on a map.



Figure 5. Northgate Walking Tour participants discussing area by the City-owned parking garage located at 309 College Main Ave.



Figure 6. Northgate Walking Tour participants share their observations.

Key Activities and Highlights:

- **Safety Enhancements:** Many participants shared that they felt unsafe walking along University Drive near the bars and suggested extending the pedestrian wall toward Wellborn Road to enhance safety. Participants also identified poorly lit areas and inconsistent lighting across the district as contributors to negative perceptions of safety at night.
- **Sidewalk Conditions and Widths:** Participants observed that many sidewalks were too narrow, obstructed by street furniture or landscaping, or in poor condition. High foot traffic areas such as College Main and Church Avenue were identified as priorities for improvement.

- **Wayfinding and Access:** Participants noted a lack of clear signage and district branding, as well as confusing or missing directional aids to public parking and key destinations. Participants suggested a wayfinding system and strengthening the identity of Northgate through cohesive signage and placemaking elements.
- **Public Space Activation:** Open spaces like College Main Plaza and Patricia Street Promenade were praised for their pedestrian-friendly design and value as public gathering places; however, many participants emphasized the need for increased maintenance and further investment in these areas. Many participants expressed a desire to see more active use of public spaces like the Second Street Promenade, as well as expanded programming in various areas to support entertainment events and vendor markets.
- **Connectivity Gaps:** Missing bike and pedestrian connections between Century Square, Hensel Park, and surrounding neighborhoods were discussed, reinforcing prior input about the need for pedestrian-friendly linkages.
- **Traffic Conflicts:** Conflicts between pedestrian, bicycle, scooter, and vehicle traffic were observed, particularly around driveways and intersections.

Charrette Workshop (April 15, 2025)

The April 15, 2025, Stakeholder Committee meeting brought together approximately 18 committee members for a charrette exercise focused on collaboratively exploring ideas for shaping Northgate's future. Working in three groups, committee members completed a mapping exercise focused on urban design, building heights, placemaking, and enhancements to the public realm. In addition, approximately 12 Texas A&M students attended the meeting for class credit and worked in two groups to complete the same mapping exercise. Between the committee members and university students, design similarities emerged around limiting building height in key zones, preserving historic features, and enhancing public spaces.



Figure 7. Stakeholder committee members develop planning charrette for Northgate during April 15, 2025 meeting.

Key Activities and Highlights:

- **Preserving Character:** Participants identified iconic locations, such as The Dixie Chicken and Bottle Cap Alley, and emphasized preserving Northgate's historic signage, brickwork, wooden elements, and low-scale, pedestrian-oriented design. The character was often described as "vibrant," "communal," and "authentically Aggie."
- **Building Height and Visual Corridors:** Groups shaded areas on maps where building heights should be limited to preserve views, light access, and pedestrian scale. Several suggested 2–3 story limits in the bar district and 4–5 story thresholds in transitional zones. Key visual corridors, including those around University Drive and College Main, were marked for preservation.
- **Public Spaces & Beautification:** Participants praised spaces like College Main Promenade and identified their potential for activation through farmers markets, public art, and small grocery or food vendors. Maintenance and aesthetics were recurring themes, with calls for turf, benches, and lighting upgrades.
- **Streetscape & Infrastructure:** Specific comments targeted sidewalk width, obstructions, and pedestrian safety. Suggestions included consolidating street furniture, expanding pedestrian zones, and relocating lighting and trees to maximize usable sidewalk space.
- **Placemaking & Identity:** Arches, murals, and "Instagrammable" backdrops were discussed as strategies to strengthen district identity. Participants widely supported arch elements and suggested deploying them more broadly.

Goals & Action Item Discussion (May 20, 2025)

The May 20, 2025, Stakeholder Committee meeting offered committee members a chance to review, clarify, and discuss changes to the proposed action items. These action items were developed by staff based on input from committee discussions, a public survey, and observations of the walking tour participants. The meeting ensured that the proposed actions aligned with the committee's vision for the area and provided an opportunity for members to refine them accordingly.

Key Topics and Highlights:

- **Importance of Word Choice:** Committee members provided feedback on the significance of word choice and requested action items that refer to "infill" and "underutilized" commercial and private property be removed or clarified.
- **Scope and Balance of the Planning Area:** A few committee members expressed disappointment that the action items were overly focused on the Northgate District sub area and lacked a cohesive concept for the whole Greater Northgate planning area.
- **Public Safety Review Concerns:** Some committee members felt the proposed action items did not sufficiently address public safety concerns raised during the engagement process, particularly those involving fire, EMS, and police activities. A committee member asked whether the police department and Fire Marshal's office had reviewed the action items, and staff confirmed that both had done so.
- **Continued Conversations and Involvement:** A majority of committee members expressed concern about losing their ability to provide input once the current engagement process concludes and the action items move into implementation. Since many action items involve studies or evaluations without specific implementation details, committee members emphasized the importance of having a voice in refining these details throughout the implementation process.

WHAT WE HEARD

Over the course of stakeholder meetings, online feedback, workshops, and the mapping survey, clear themes emerged about the community’s aspirations for the Greater Northgate Area. While perspectives varied, a consistent set of priorities, challenges, and opportunities surfaced across engagement formats.

Ultimately, the stakeholder committee decided which action items should be included for consideration in this engagement report. These items are outlined in the chapters that follow.

KEY THEMES ACROSS ALL INPUT SOURCES

Theme	Community Feedback Summary
Transit & Connectivity	Calls for improved east-west pedestrian and bike connections, better crossings across University and College Ave, and interest in a local trolley system.
Walkability & Safety	High concern about narrow sidewalks, dangerous crossings, scooter conflict, and poor lighting. Support for underpasses, wider sidewalks, better lighting, and traffic calming.
Land Use & Scale	Desire to limit building height in some parts of the district and to diversify the mix of uses – including retail, entertainment, and residential that serves more than just students.
Historic Character	Stakeholders value Northgate’s unique culture and history. There is strong interest in protecting iconic businesses, maintaining traditional architecture, and resisting over-modernization.
Retail & Experience	Clear demand for more local-serving businesses – grocery stores, cafes, bookstores – and not just bars. Participants want day-to-night vibrancy.
Public Realm & Identity	Strong support for more shade trees, public art, signage, and places to gather. Participants emphasized making Northgate feel like a cohesive and welcoming district.
Parking & Circulation	Feedback reflected mixed views. Some support reducing surface parking to improve the pedestrian environment; others want better wayfinding, structured parking, or dynamic pricing models for public parking.

CHAPTER: TRANSPORTATION & MOBILITY

Goal: Ensure Safe, Accessible, and Connected Mobility for All Modes

Create a safe, efficient, and multimodal transportation network that improves traffic flow, enhances pedestrian and cyclist safety, and ensures seamless connections between the Northgate District, Texas A&M University, Century Square, Hensel Park, Northpoint Crossing, and the surrounding community.

Community members strongly emphasized the need for safer pedestrian access and better east-west connectivity across University Drive and College Avenue. Key concerns included high-traffic intersections, missing sidewalks, and poor nighttime visibility. Participants called for the City to actively support proposed grade-separated crossings across University Dr. Committee members expressed overwhelming support for extending the pedestrian wall along University Dr, claiming it provides “great protection from traffic,” with one member emphatically stating, “Do more of these protected sidewalks!”



Figure 8. Pictures of the Northgate pedestrian wall provided by Northgate Walking Tour participants, April 1, 2025.

Strategic Actions

1. **Extend the pedestrian wall on University Drive.** Extend the existing University Drive pedestrian wall eastward as well as westward to at least 203 University Drive to better separate pedestrians from traffic.



Figure 9. An AI-generated rendering of proposed pedestrian wall expansion. This image is for illustrative purposes only and does not represent a guarantee, final design, or specification for the proposed pedestrian wall.

2. **Conduct bicycle and pedestrian demand and safety study in the Northgate District.** Analyze bicycle and pedestrian demands and meet desired safety outcomes by prioritizing signal timing, providing crossing enhancements along Church Avenue and other locations, lighting upgrades, ADA-compliant facilities, and other identified improvements.
3. **Amend the Bicycle, Pedestrian, and Greenways Master Plan to include planned sidewalks to create a complete pedestrian network.** Amend the Master Plan to ensure a complete sidewalk network on all streets within the planning area, except for Inlow Boulevard, Wellborn Road, and any segments where a shared use path provides equivalent access.

4. **Amend the Bicycle, Pedestrian, and Greenways Master Plan to include planned shared use paths along arterial roadways of University Drive, College Avenue, and Wellborn Road.** Amend the Master Plan to increase bicycle and pedestrian access and safety to include shared use paths to be planned along the north side of University Drive from Texas Avenue to Wellborn Road, the west side of College Avenue from University Drive to the City limit, and the east side of Wellborn Road from University Drive to the City limit.
5. **Amend the Bicycle, Pedestrian, and Greenways Master Plan to include a planned shared use path along the Burton Creek Tributary and Inlow Boulevard.** Amend the Master Plan for a planned off-street path connecting College Main to Nagle Street along the Burton Creek Tributary and then along Inlow Boulevard that would connect Northgate Park to Hensel Park.
6. **Further develop the pedestrian and bicycle grade separation feasibility study for the University Drive corridor.** Coordinate with other agencies and stakeholders to conduct engineering, cost, and location studies to prioritize implementation of grade-separated crossings across University Drive along with identifying funding mechanisms.
7. **Prioritize improved crossing solutions along the College Avenue corridor.** Explore signalization, street alignments, mid-block pedestrian crossings, bike facilities, and potential grade separations from University Drive to Inlow Boulevard to establish safe east-west connectivity across College Avenue.
8. **Conduct analysis on alternative for the Wellborn Road cross-section.** Evaluate options to retrofit the existing four-lane undivided roadway to consider turn lanes, designated bicycle infrastructure, and pedestrian crossings to increase safety and access along the Wellborn Road corridor.
9. **Conduct feasibility study on one-way street conversions.** Evaluate potential conversions of streets (e.g., Tauber and Stasney) to one-way operations for potential to expand sidewalk width, introduce protected bike lanes, and/or increase on-street parking. The study could include how one-way street configurations could support flexible curb space, ride-share/drop-off, bike parking, and café seating.

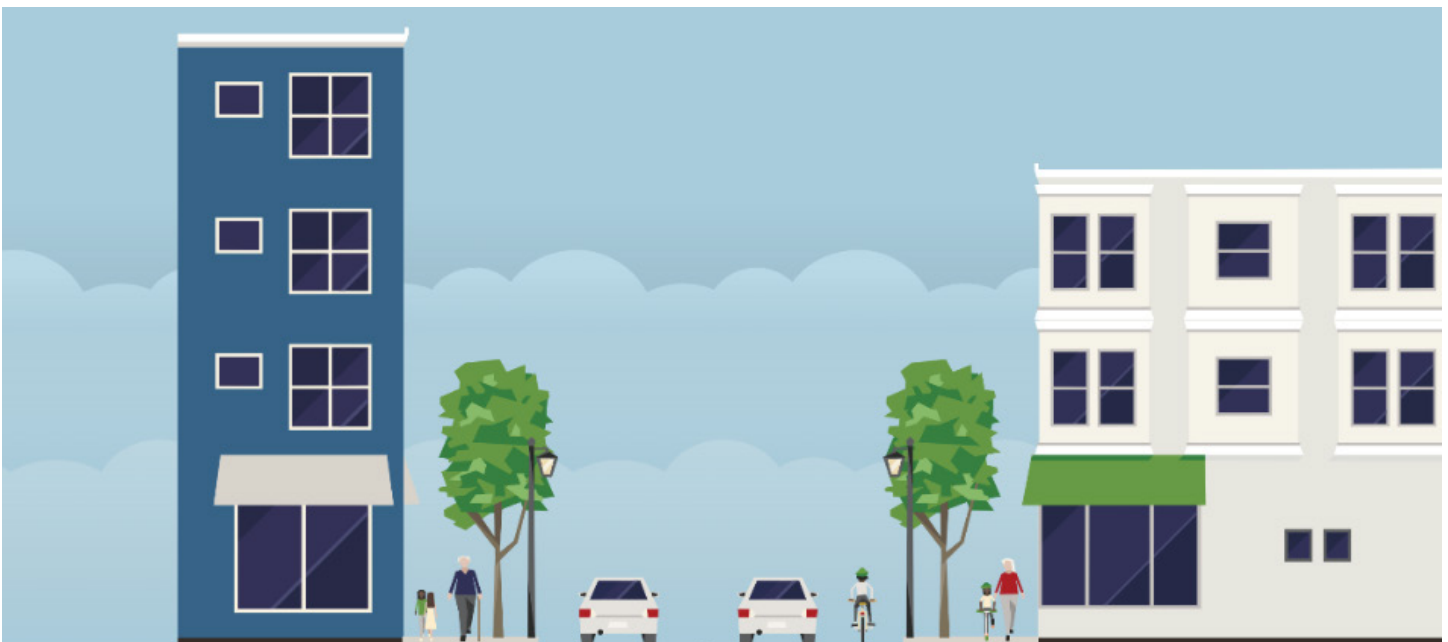


Figure 10. Example one-way street cross-section presented to stakeholder committee at March 4, 2025 meeting. This example was developed by staff based on Northgate street specifications using Streetmix software.

- 10. Extend streets for enhanced connectivity.** Extend Cherry Street to connect with Maple Avenue to improve east-west movement. Extend Tauber Street to Aspen Street in coordination with the City of Bryan.
- 11. Conduct feasibility study for plan area transit circulator system.** Conduct a study on a transit circulator system (e.g., trolley or shuttle service). If feasible, pilot the service during major events (e.g., game days, Parents Weekend).



Figure 11. An AI-generated rendering of a public trolley along Church Avenue proposed by members of the stakeholder committee. This image is for illustrative purposes only and does not represent a design proposal or recommendation from City staff.

- 12. Conduct Bicycle Parking Evaluation.** Assess current availability and install secure, well-lit bike racks in public spaces and near key destinations.

Ongoing Actions & Policy Directives

- 1. Partner with TxDOT and Texas A&M University to design and construct grade-separated crossings at priority locations.** Design and construct bicycle and pedestrian grade separations at key locations along the University Drive corridor to reduce safety conflicts and improve connections to the Texas A&M University campus and other key destinations.
- 2. Maintain and expand the sidewalk network.** Perform an audit of the existing sidewalk infrastructure for needed improvements and prioritize sidewalk gap-filling and widening, as feasible, into capital improvements and development review processes.
- 3. Coordinate with TAMU Transit, Brazos Transit District, and regional transit organizations to improve transit mobility to and within the planning area.** Collaborate with these partners to enhance bus stop amenities, signage, and pedestrian connections to transit stops.
- 4. Improve lighting and visibility to improve pedestrian safety.** Install pedestrian-scale lighting along sidewalks, shared-use paths, at crossings, and along trail corridors, especially in areas with nighttime activity.

Chapter: Land Use and Development

Goal: Promote Mixed-Use, Context-Sensitive Development

Support vibrant, walkable, and inclusive development that balances vertical and horizontal mixed-use projects, respects neighborhood character, and reflects the evolving needs of residents, students, businesses, and visitors in the Greater Northgate area.

There is strong support for human-scale, mixed-use development that preserves Northgate's unique character. Participants supported integrating structured parking into mixed-use developments to minimize the visual and spatial impact of standalone parking facilities. They also recommended updating sidewalk requirements to enhance walkability, suggesting that "[benches] should be put in line with trees and light posts to not impede the sidewalk," and noted that most sidewalks are "nice but narrow" due to the placement of tree and street furniture.



Figure 12. Pictures of sidewalk trees and street furniture placement provided by Northgate Walking Tour participants, April 1, 2025.

Strategic Actions

1. **Conduct a comprehensive evaluation of the City of College Station's policies and implementation efforts related to active ground-floor uses in the Northgate District.** The study should identify existing challenges, measure effectiveness to date, and benchmark best practices from peer cities to inform future strategies.
2. **Explore repurposing the city-owned surface parking lot to accommodate a variety of uses.** Potential uses include a community gathering area, flexible event space, a pocket park, public parking, or low-profile mixed-use development that complements the scale and character of adjacent buildings.
3. **Evaluate amending the UDO to update sidewalk width requirements, tree spacing, and street furniture placement.** This amendment will specify placement standards that avoid clutter and maintain clear pedestrian flow.
4. **Evaluate amending the UDO to update landscape diversity requirements.** This amendment will require native or adaptive plantings, discourage monoculture species, and prioritize shade canopy in parking lots and public plazas.

Chapter: Historic Preservation & Community Character

Goal: Preserve Northgate's Unique Cultural and Historic Identity

Safeguard the unique sense of place that defines Northgate by protecting its cultural and historic assets, supporting high-quality urban design, and reinforcing a cohesive visual identity through architecture, public art, and streetscape enhancements.

Community members expressed concern over high-rise student housing and the loss of historic buildings, advocating for height limits of two to five stories in key areas. Participants emphasized the need for design standards that promote walkability, protect iconic architecture, and ensure new development contributes positively to the district's identity. The committee did not reach consensus on a consolidated definition of Northgate's historic identity or character, but members cited features such as:

- Low-rise buildings with wood or brick exteriors, as seen along University Drive and College Main.
- Iconic places such as the Dixie Chicken (307 University Drive), Dudley's Draw (311 University Drive), and Bottle Cap Alley.
- Public gathering spaces like College Main Plaza and Patricia Street Promenade, where students, visitors, and alumni socialize during gameday weekends and evening outings at the bars.



"The [Dixie] Chicken is the most iconic bar/site on Northgate. It's an exemplary showcase of Northgate's character."

-Northgate Walking Tour Participant

"An icon. Bottle cap Alley."

-Northgate Walking Tour Participant



Strategic Actions

1. **Evaluate amending the NG-1 Design District standards to preserve and enhance Northgate's character.** Conduct a comprehensive evaluation of the NG-1 Zoning District and related regulations to better support adaptive reuse, preserve historic and cultural character, and guide compatible new development. Amendments should:
 1. Introduce context-based height restrictions (e.g., 3-5 stories) and step-back requirements to maintain scale near historic or legacy structures, within boundaries designated by the advisory committee (e.g., from Boyett Street to Lodge Street and from University Drive to Church Street)
 2. Strengthen design standards for storefront transparency, fenestration, articulation, and building materials that reflect traditional and local character
 3. Explore color and signage standards that offer increased flexibility while preserving the district's visual cohesion.
 4. Remove regulatory barriers to adaptive reuse and façade improvements, particularly for legacy businesses, by relaxing non-structural renovation requirements and promoting flexible compliance pathways.
 5. Explore the feasibility of a Historic or Character Overlay Zoning District tailored to Northgate. If feasible, implement this overlay to incorporate incentives for preservation and scale transitions that protect identity while enabling reinvestment.
2. **Study the feasibility of establishing a historic preservation program for the Northgate area.** This effort should include an updated historic resources survey to map historically and culturally significant sites. The inventory should encompass architecturally notable structures as well as locations of social or cultural importance, with particular attention to properties identified by the stakeholder committee, such as legacy bars, churches, and civic landmarks.
3. **Establish a façade improvement program to improve building frontages and rear public entries.** This program would incentivize improvements through matching grants.
4. **Encourage and facilitate the creation of murals and public art by local artists.** Public art plays a central role in placemaking, creating visually engaging spaces that reflect Northgate's unique cultural character.



Figure 13. An AI-generated rendering of Aggie-themed public art proposed by committee members for installation in Bottle Cap Alley. This image is for illustrative purposes only.

Ongoing Actions & Policy Directives

1. **Promote adaptive reuse over demolition.** Use planning review and incentives to guide property owners toward adaptive reuse and rehabilitation of aging buildings instead of teardown-rebuild cycles.
2. **Celebrate local history and cultural character through programming and public realm design.** Collaborate with the Northgate District Association and local institutions to host walking tours and heritage festivals. Incorporate historic references in public design elements, such as benches, lighting, and signage, to showcase the district's identity and sense of place.

Chapter: Economic Development & Tourism

Goal: Support Economic Development and Year-Round Tourism

Promote a dynamic and resilient local economy by attracting diverse businesses, supporting small business growth, and enhancing entertainment and retail offerings to support Northgate as a vibrant destination for students, residents, and visitors throughout the year.

Many participants expressed a strong desire for greater retail variety and businesses that cater to both students and the broader community. Feedback consistently emphasized the desire for grocery stores, bookstores, and venues that do not revolve around alcohol. Some community members called for more family-friendly destinations that would bring life to the district throughout the day—not just at night. There was overwhelming support for Northgate District branding to support the district as a unique destination.



Figure 14. A picture of "The Green at Century Square." Stakeholders frequently cited Century Square as a model for the preferred urban form for successfully integrating mixed-use development, storefront and structured parking, and inviting public gathering spaces.

**"Diversify entertainment in Northgate, like Century Square.
If you don't drink, there is nothing to do at Northgate."**

-Northgate Walking Tour Participant



**"Arches are really nice. I'd deploy them
everywhere."**

-Northgate Walking Tour Participant

Figure 15. Picture of branded pavilion and archway at Northgate provided by Northgate Walking Tour participants, April 1, 2025.

Strategic Actions

1. **Develop a branding strategy for the Northgate Bar District that creates a unified visual identity reflecting the district's unique character and cultural energy.** This strategy should include design-forward, district-branded elements such as gateway signage, street light banners, and promotional materials.



Figure 16. AI-generated renderings of potential gateways and wayfinding signage based on community members' input. These images are for illustrative purposes only and not a proposed final design.

2. **Develop a Business Recruitment Toolkit.** Provide marketing materials, demographic profiles, leasing information for target sites, and potential incentives or assistance programs.
3. **Explore incentives to attract businesses such as neighborhood-scale retail, wellness services, and grocers.** Incentives may include rent subsidies, build-out grants, or streamlined permitting for ground-floor activation in key corridors.
4. **Establish a formalized communication channel between Northgate District businesses and the City.** This communication channel can be utilized to coordinate marketing and events, share feedback, and steward district improvements and advocacy.

Ongoing Actions & Policy Directives

1. **Expand small business support programs to revitalize inactive commercial spaces by helping entrepreneurs with permitting, financing, marketing, and tenant improvements.** Prioritize support for locally owned businesses, particularly those that generate daytime foot traffic and service-oriented uses.
2. **Coordinate with Texas A&M University to market Northgate as a tourism destination.** Key opportunities include major campus events, athletic games, and conferences.
3. **Collaborate with local businesses and organizations to host diverse events and programs.** Programs could include farmers markets, art walks, street festivals, seasonal events, and alumni/family weekend specials.

Chapter: Public Spaces & Streetscapes

Goal: Foster Vibrant Public Spaces and Streetscapes

Enhance parks, plazas, and streetscapes within the Greater Northgate area to create inviting, inclusive, and active public spaces, while reinforcing the district's unique identity as a lively and historic university district.

Participants strongly supported enhancing public spaces to encourage everyday use and community connection. Priorities included more shade trees, seating, small plazas, and arts-based placemaking like murals that reflect Northgate's identity. Improved wayfinding and cleaner, more inviting public spaces were also emphasized. As one participant said regarding the Patricia Street Promenade, *"This is actually a nice gathering space, but it's not been maintained."*



Figure 17. Pictures of the Patricia Street Promenade provided by Northgate Walking Tour participants, April 1, 2025.

Strategic Actions

1. **Enhance public plazas and pedestrian promenades such as the College Main Plaza and Second Street Promenade.** Consider the addition of movable seating, art installations, and decorative lighting.
2. **Identify opportunities for new permanent and pop-up public spaces at key locations.** Potential sites include Second Street at Louise, sites near Northgate Park, and along the Church Avenue corridor.
3. **Develop a Patricia Street Promenade Master Plan that provides infrastructure to support community gatherings and events.** The plan should consider landscaping and stormwater features, permanent seating, shade pavilions, flexible spaces for event setups, and access to power and lighting for evening events.
4. **Enhance streetscapes and create tree-lined, green streets along major corridors such as University Drive, College Main, and Church Avenue.** Improve the visual appeal, comfort, and environmental performance of major streets by incorporating planting strips, bioswales, and appropriately spaced trees with adequate root zones to provide shade, reduce heat, and manage stormwater.
5. **Develop a master plan for Northgate Park.** Consider park enhancements such as additional pavilions, trail connections, and public art that showcases Northgate's unique character, along with exploring possible ways to expand the park's physical footprint.
6. **Work collaboratively with Texas A&M University to enhance Hensel Park as a vibrant recreational and cultural destination.** Improve public access through trails and safe crossings from the Northgate District and surrounding neighborhoods.

Ongoing Actions & Policy Directives

1. **Ensure consistent upkeep of public spaces and maintain hardscaping elements in good repair.** Prioritize graffiti removal, trash collection, lighting repair, and tree health management to keep public areas clean, safe, and welcoming.

Chapter: Access and Parking

Goal: Balance Access with Effective Parking & Loading Management

Support efficient access to the Greater Northgate district by right-sizing parking supply, managing curb space more effectively, and upgrading parking technology.

Views on parking were mixed, reflecting the diverse needs and expectations of those who use the Northgate District. Some participants supported reducing surface parking to prioritize walkability and public space enhancements. Others emphasized the need for better access to existing parking garages, improved signage, and more efficient shared-use models. As one person commented, *"Nobody knows where to park. A digital sign that says, 'Garage Full' would save everyone time."*



Figure 18. Picture of signage at the city-owned parking garage at 309 College Main provided by a Northgate Walking Tour participant, April 1, 2025

Strategic Actions

1. **Develop a Northgate Parking and Curb Management Plan.** The plan should designate specific zones for short-term, long-term, and event parking, while also managing curb space for ride-share drop-offs, deliveries, and transit stops.
2. **Implement smart parking systems with real-time garage availability signage.** Use signage at key entry points to display availability to reduce congestion and unnecessary circulation.
3. **Study the feasibility of implementing a dynamic pricing model for City parking spaces.** Dynamic pricing can encourage turnover and balance parking demand.

Ongoing Actions & Policy Directives

1. **Encourage shared parking agreements between adjacent properties.**
Promote coordination among residential towers, commercial users, churches, and entertainment venues to improve overall parking efficiency.
2. **Support multimodal access with a focus on pedestrian and bicycle safety.**
Prioritize safety improvements near garages, curb zones, and delivery areas to enhance walkability and bike access throughout the district.

Chapter: Public Safety & Quality of Life

Goal: Enhance Public Safety and Community Perception

Foster a safe, clean, and welcoming environment in the Greater Northgate area by enhancing lighting, strengthening public safety presence, and improving sanitation procedures.

Although Northgate is a popular hub for nightlife and student activity, community members raised concerns about crime, disorderly conduct, and the perception of certain areas being unsafe, especially at night. Many survey respondents noted that "very poor lighting in area [is] causing safety issues" and that they "do not see good lighting," even in areas immediately surrounding the bars.



Figure 19. Picture of area with poor lighting near Boyett Street and Patricia Street provided by a Northgate Walking Tour participant, April 1, 2025.

Strategic Actions

1. **Complete a block-by-block lighting audit focused on areas with inadequate illumination or non-functioning fixtures.** Replace outdated fixtures and upgrade to pedestrian-scale, energy-efficient lighting. Install additional lighting in areas with inadequate illumination to improve the feeling of safety in the district.
2. **Explore changes to Northgate District solid waste collection procedures.** Consider adjustments to reduce the visibility of unsightly bins in pedestrian areas and to improve compliance with proper use procedures among businesses participating in the trash compactor program.

Chapter: Implementation & Action Plan

Goal: Ensure Effective Implementation and Ongoing Monitoring

Establish a transparent, flexible, and actionable framework for implementing the Greater Northgate Area Plan, supported by progress tracking, public-private collaboration, and adaptive strategies that respond to changing conditions and community needs.

Strategic Actions

1. **Provide an annual update on the progress made toward implementing the goals and actions outlined in this plan.** Staff will document progress through the Comprehensive Plan and Unified Development Ordinance Annual Review.
2. **Conduct an audit of the plan 10-years after adoption to assess the successes and shortcomings of the plan and its implementation.** Based on the audit results, City Council may either recommend retiring the plan or direct staff to initiate a plan update.

Ongoing Actions & Policy Directives

1. **Continue working with residents, businesses, students, and Texas A&M to ensure implementation remains aligned with community needs and aspirations.**

APPENDIX A:

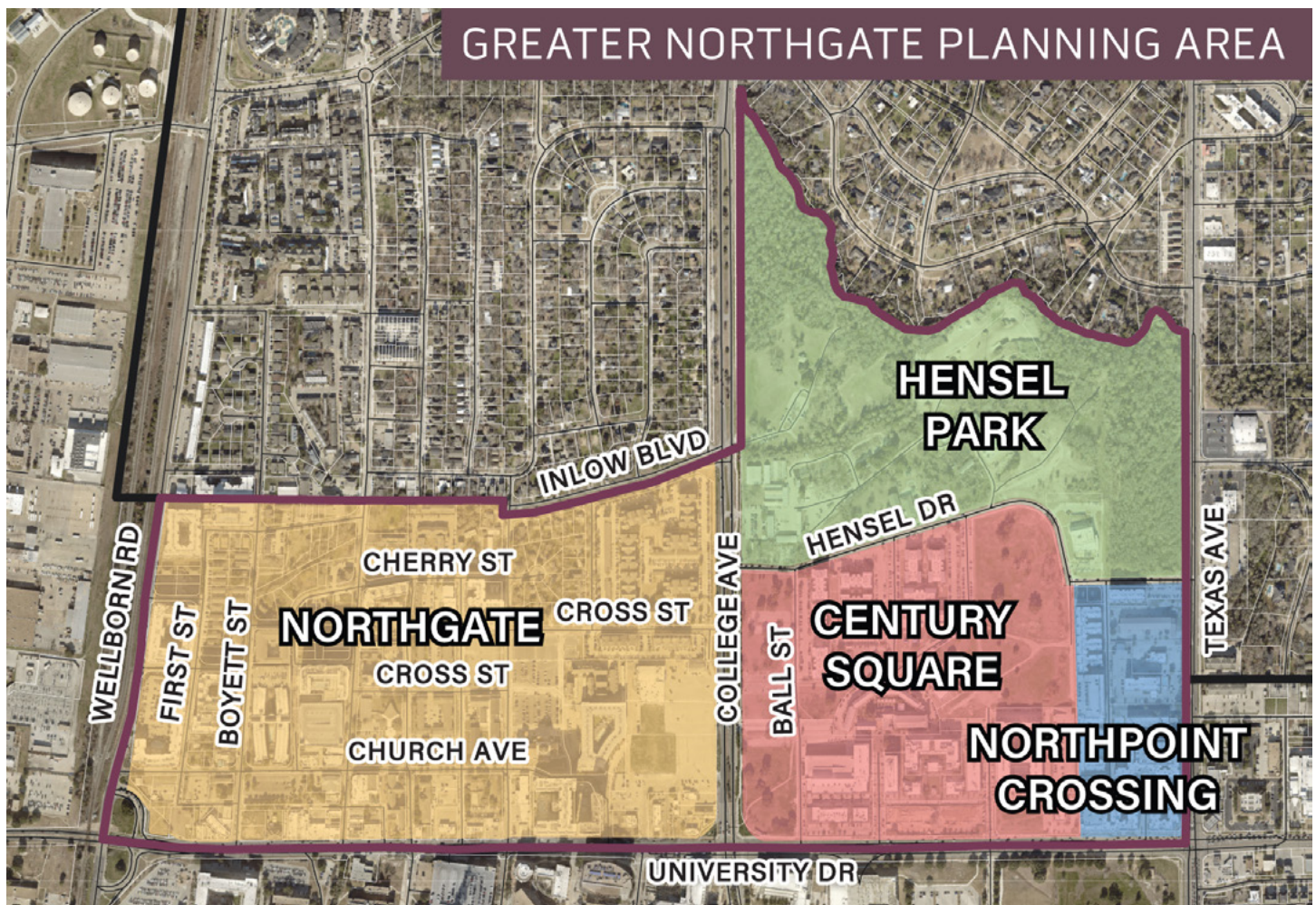
EXISTING CONDITIONS REPORT

SURROUNDING CONTEXT

The Greater Northgate planning area is bounded by the College Station-Bryan city limits to the north, Texas Avenue to the east, University Drive to the south, and Wellborn Road to the west. The planning area is divided into four sub areas: Northgate District, Northpoint Crossing, Century Square, and Hensel Park. Two sub areas in the eastern portion of the planning area, Century Square and Hensel Park, are Texas A&M University property and not subject to the City's land use and development requirements.

In the 1990s, a portion of this planning area was designated as slum and blight by the Department of Housing and Urban Development. Calls to redevelop the area led to the creation of the 1996 Northgate Redevelopment Plan (1996) and Redevelopment Implementation Plan (2003). The population living in the area has almost doubled since 2010. Far from the slum and blight of the 1990's, the Greater Northgate area now features some of the most valuable properties per acre in College Station.

Greater Northgate, one of the oldest parts of College Station, represents a historically significant area with deep cultural value to the community. The area is important not only for its nightlife and student appeal, but also as an economic driver, cultural hub, historic district, and community gathering place.



DEMOGRAPHICS

The demographic data in this report is primarily sourced from the Esri Business Analyst tool, which utilizes data from the U.S. Census Bureau (Esri, 2025).

Population

GREATER NORTHGATE POPULATION

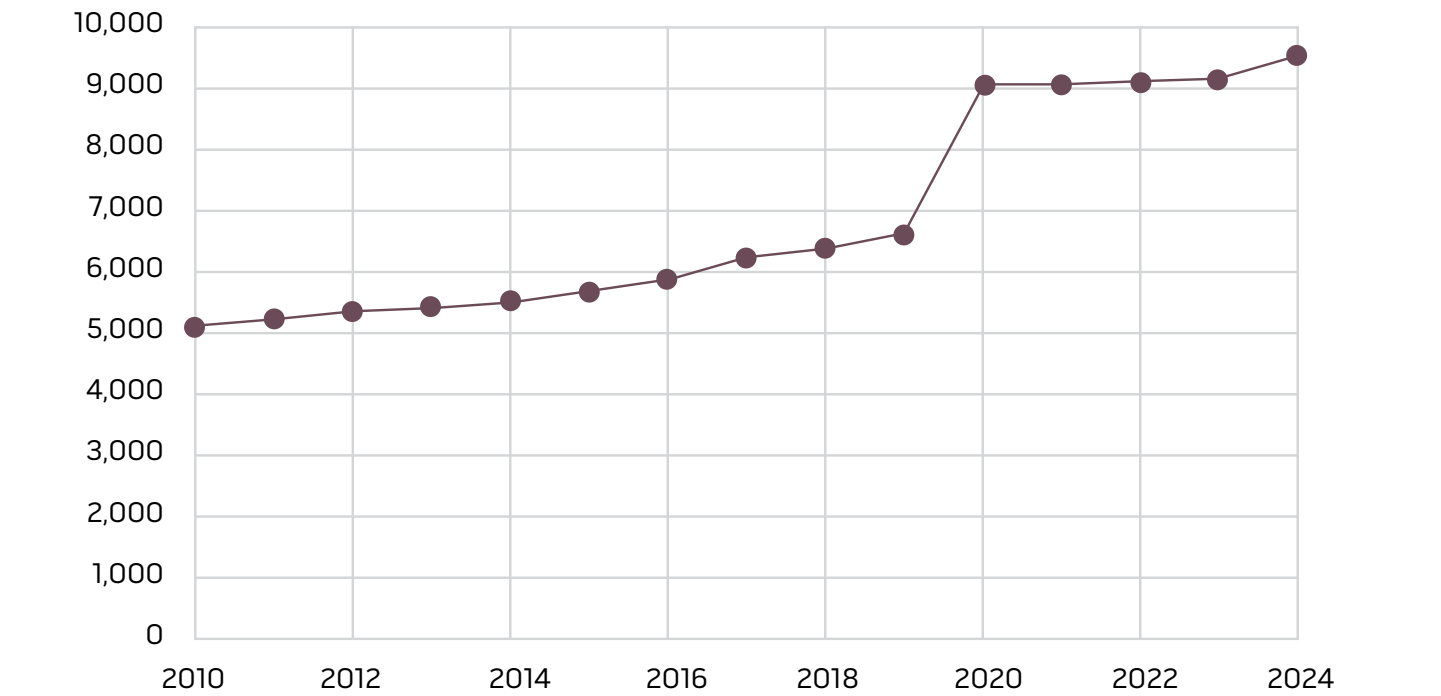


Figure 1. Greater Northgate Planning Area Population; Source: Planning and Development Services estimates based on U.S. Census Bureau data

Table A. Greater Northgate Planning Area Population Estimates 2010-2024; Source: Planning and Development Services estimates based on U.S. Census Bureau data

Year	Total Population	Annual % Change	5-Year % Change
2010	5,067	-	
2011	5,193	2.5%	
2012	5,315	2.3%	7.9%
2013	5,402	1.6%	
2014	5,465	1.2%	
2015	5,622	2.9%	
2016	5,835	3.8%	
2017	6,165	5.7%	16.8%
2018	6,331	2.7%	
2019	6,569	3.8%	

2020	8,971	36.6%	
2021	9,002	0.3%	
2022	9,046	0.5%	5.4%
2023	9,094	0.5%	
2024	9,458	4.0%	

AGE

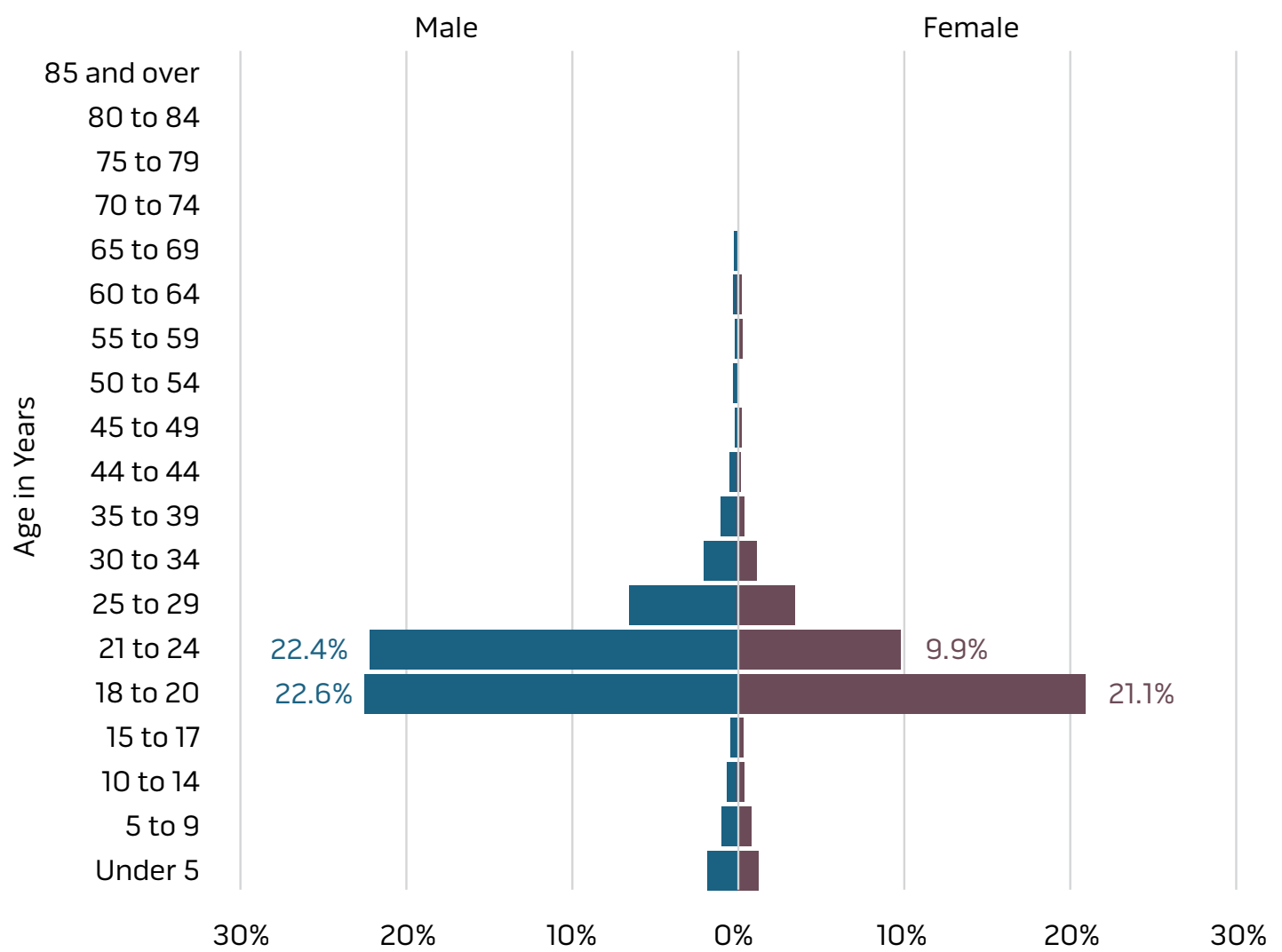


Figure 2. Population Pyramid 2024; Source: U.S. Census Bureau, 2020



HOUSEHOLDS

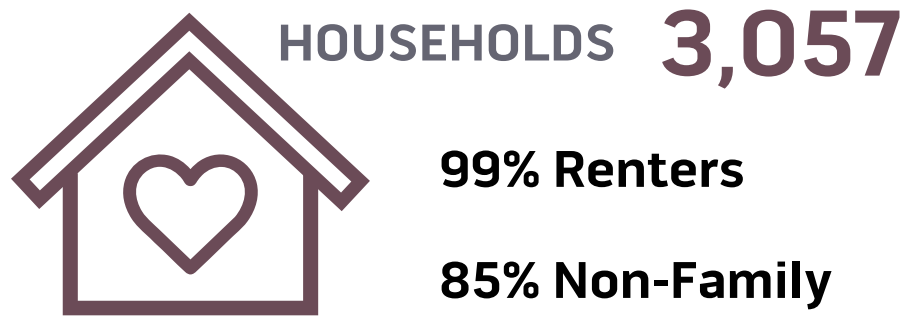


Figure 3. Total Households 2024; Source: Esri Business Analyst 2025

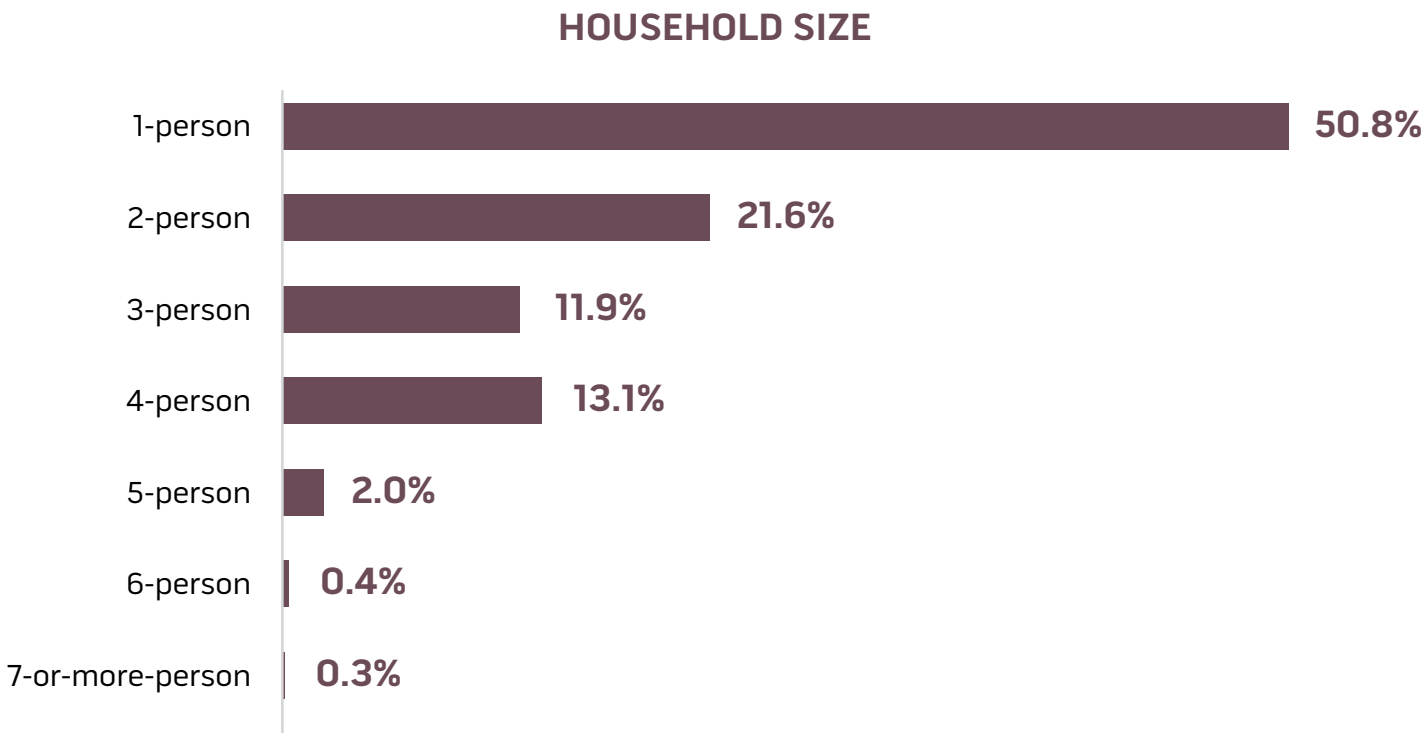


Figure 4. Household Size 2024; Source: Esri Business Analyst 2025

RACE

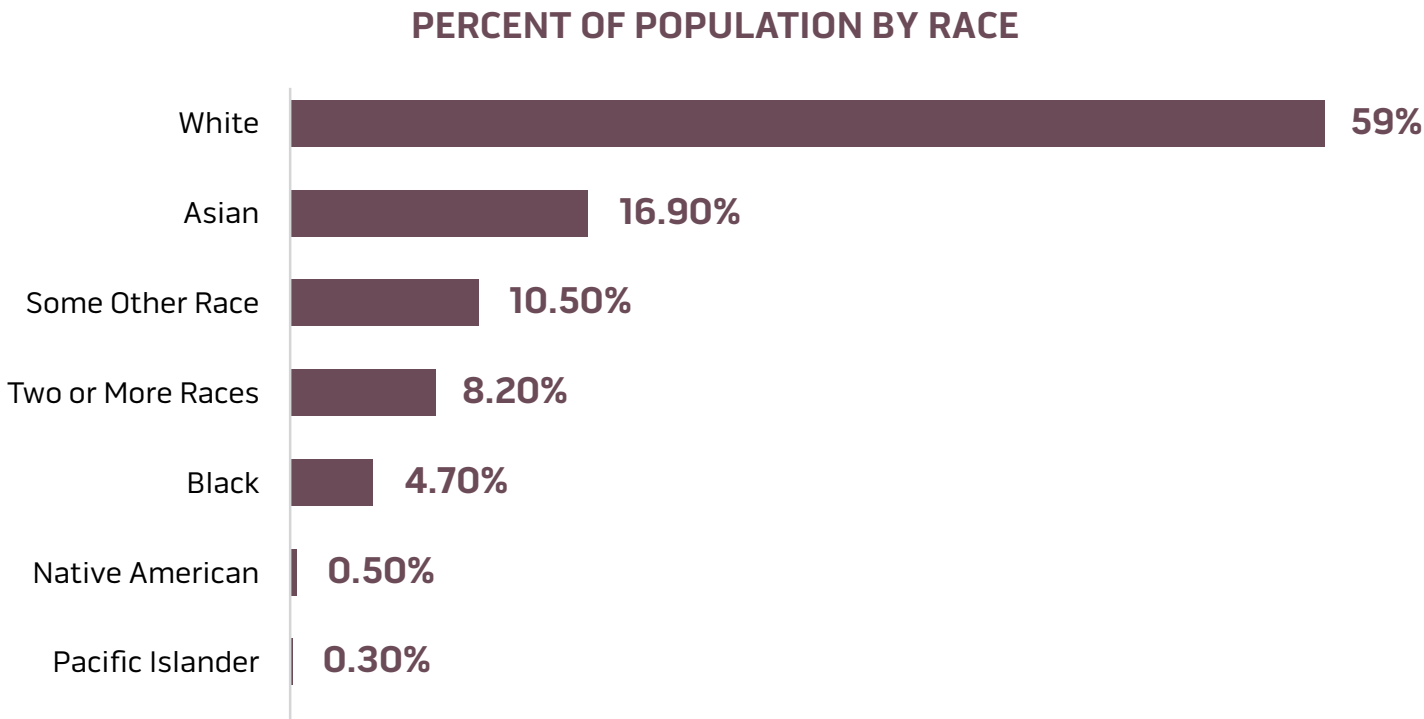


Figure 5. Percent of Population by Race 2024; Source: Esri Business Analyst 2025

EDUCATION

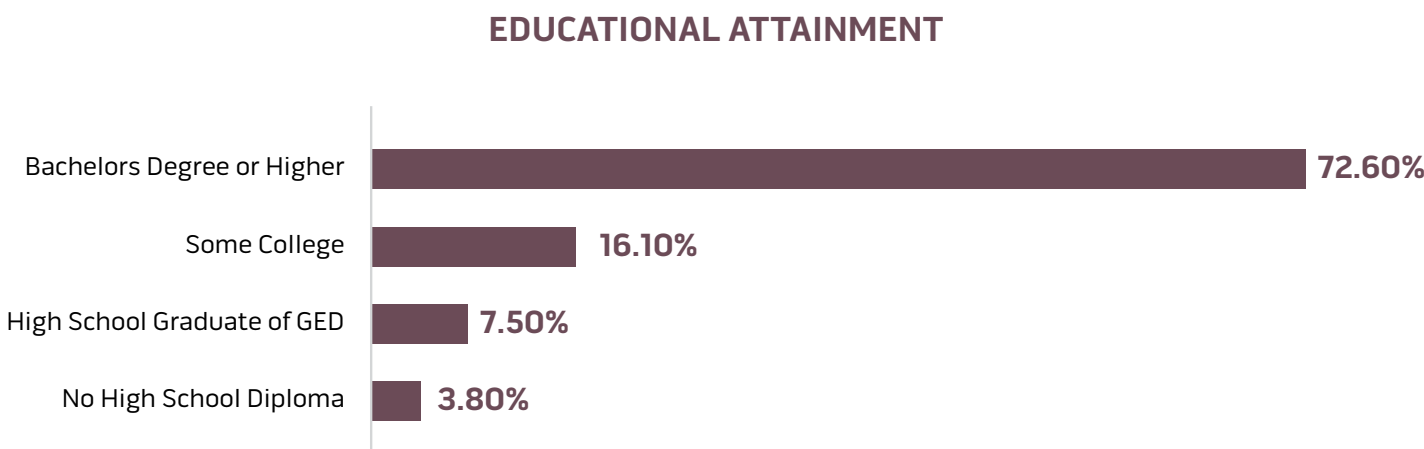
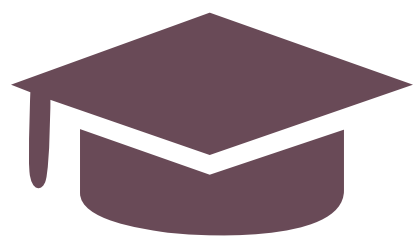


Figure 6. Educational Attainment 2024; Source: Esri Business Analyst 2025

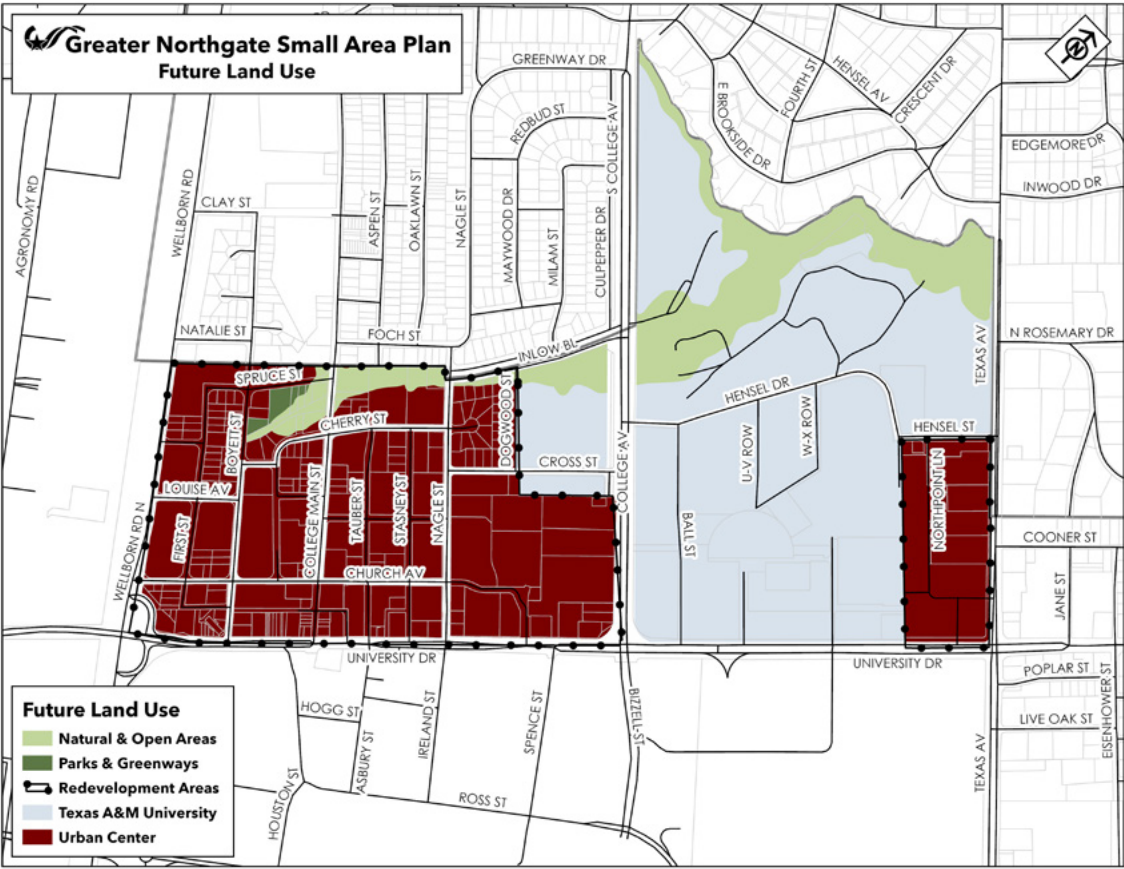


54%

Enrolled in College or Graduate School

AREA CHARACTERISTICS

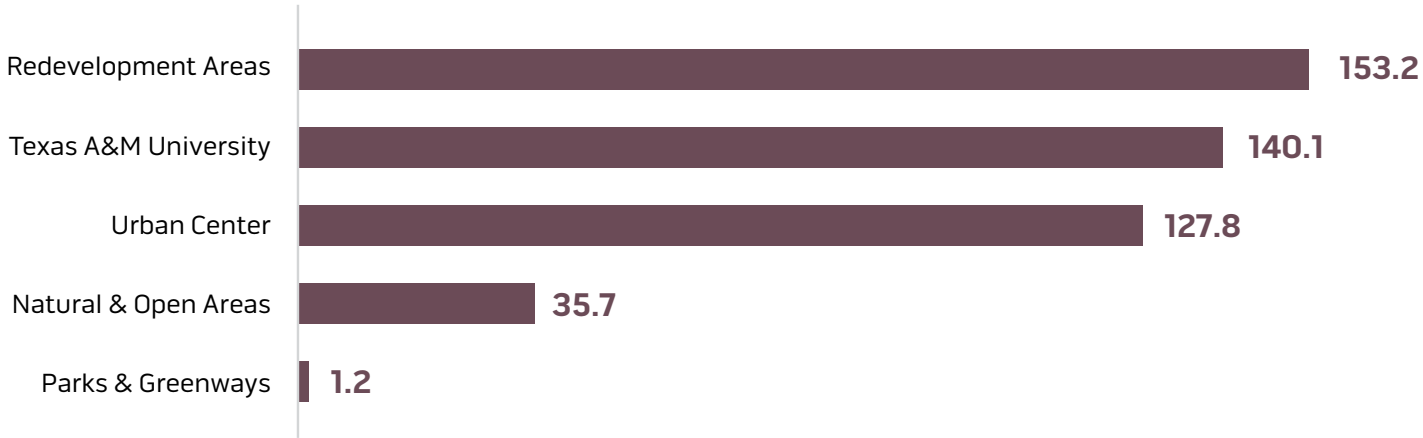
FUTURE LAND USE



Map 1. Greater Northgate future land use, as of January 2025; Source: City of College Station, Planning & Development Services

Figure 7. Acres of Future Land Use by Type 2025; Source: City of College Station, Planning & Development Services

ACRES OF FUTURE LAND USE BY TYPE



EXISTING LAND USE

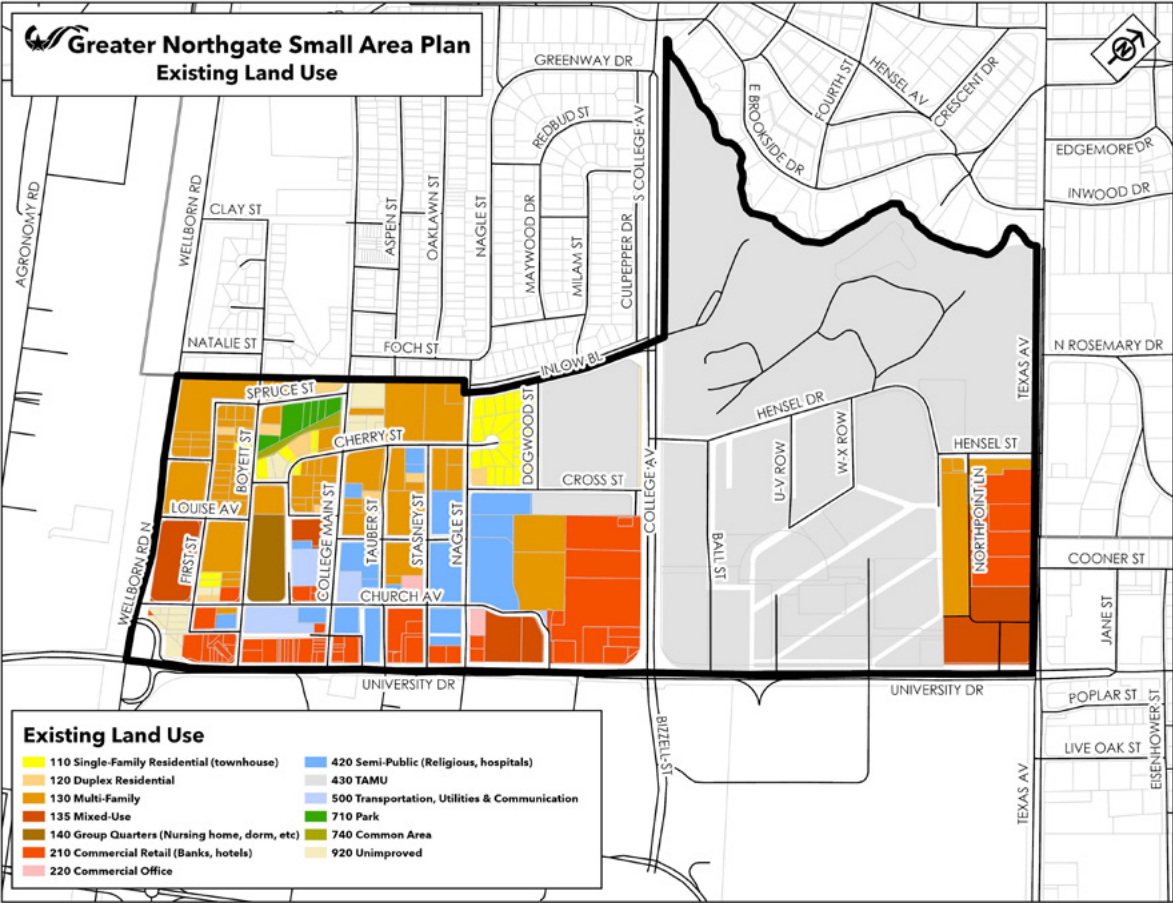
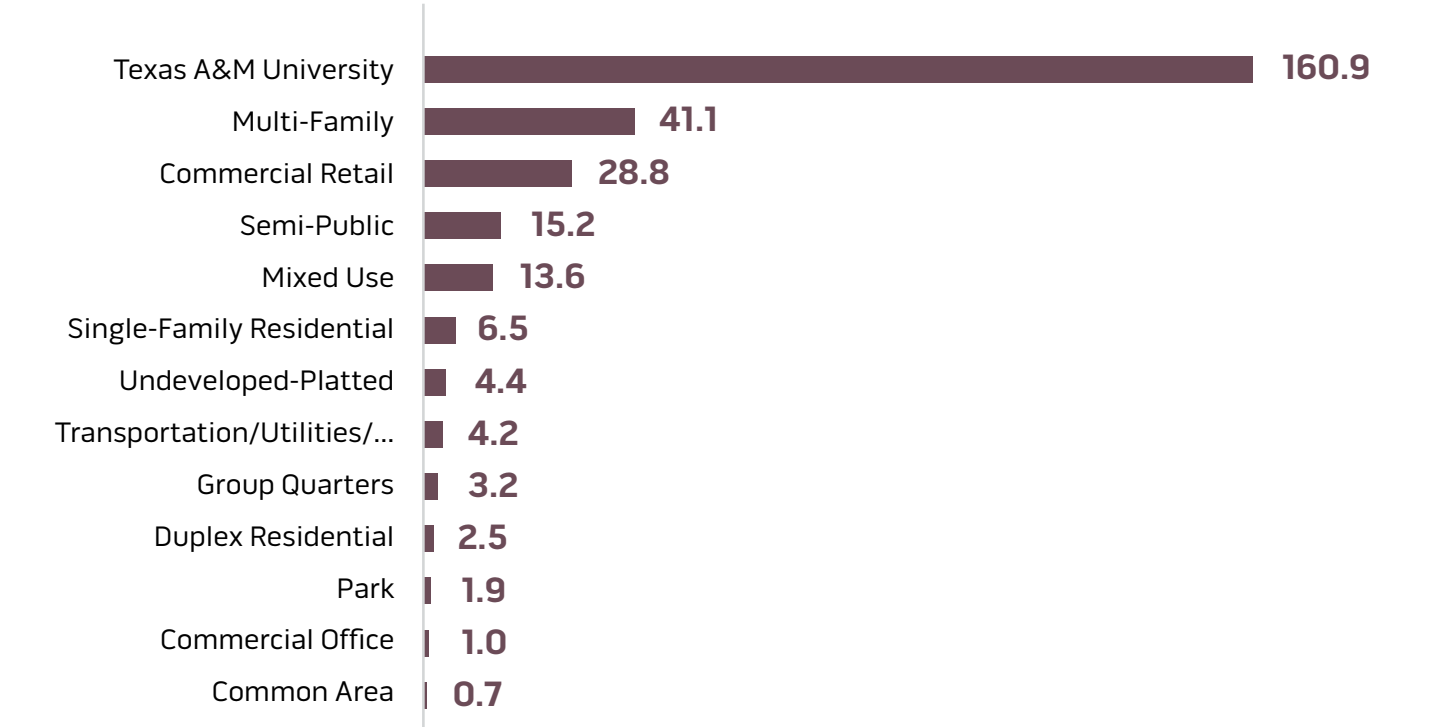
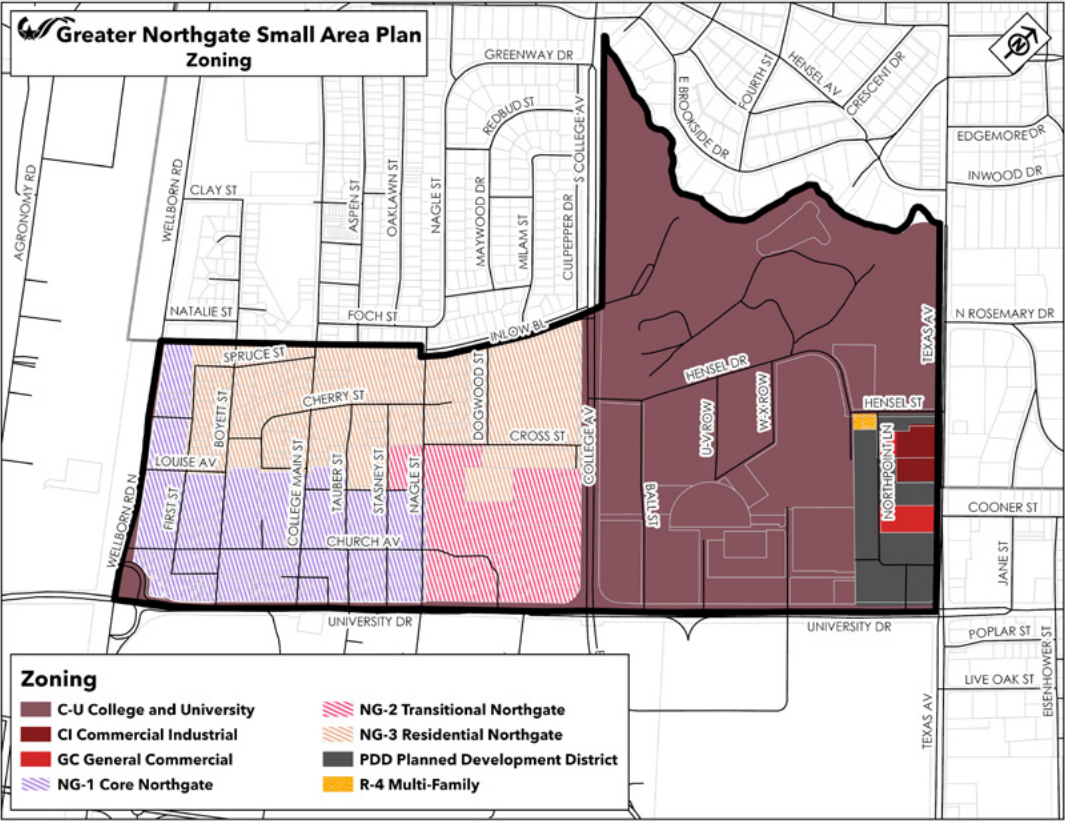


Figure 8. Acres of Existing Land Use by Type 2025; Source: City of College Station, Planning & Development Services

ACRES OF EXISTING LAND USE BY TYPE



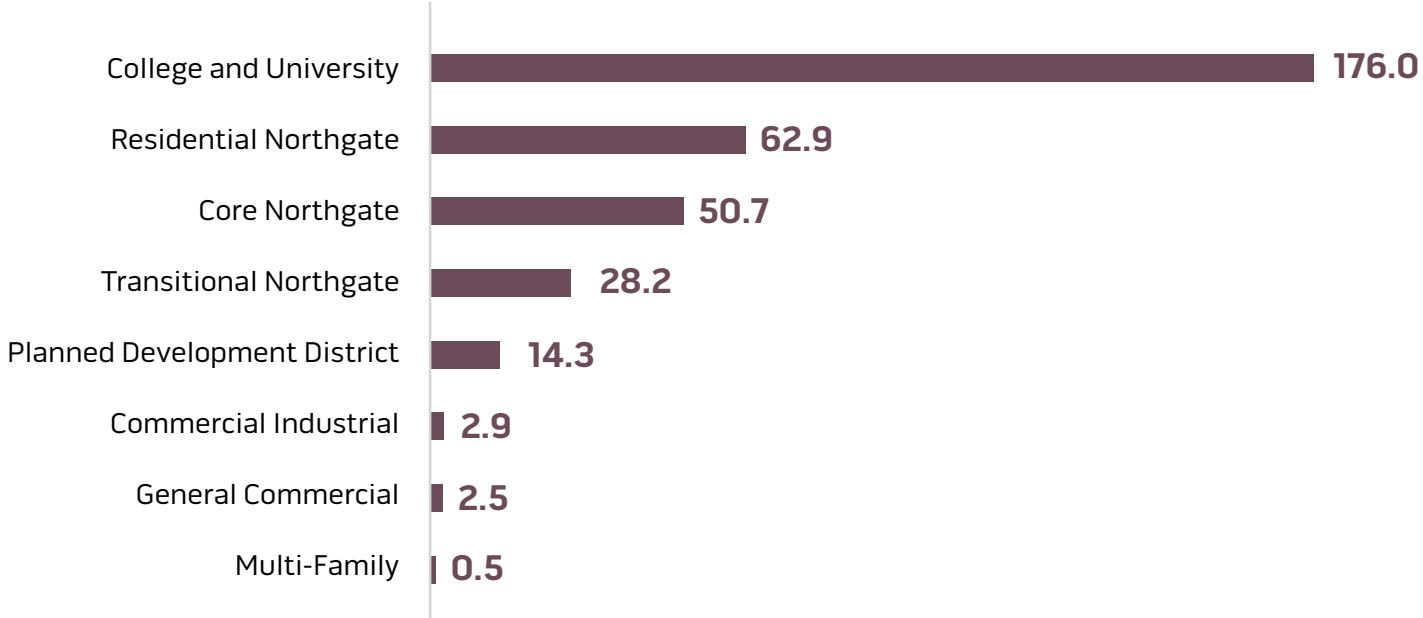
ZONING



Map 3. Greater Northgate zoning, as of January 2025; Source: City of College Station, Planning & Development Services

Figure 9. Acres of Zoning by Category 2025; Source: City of College Station, Planning & Development Services

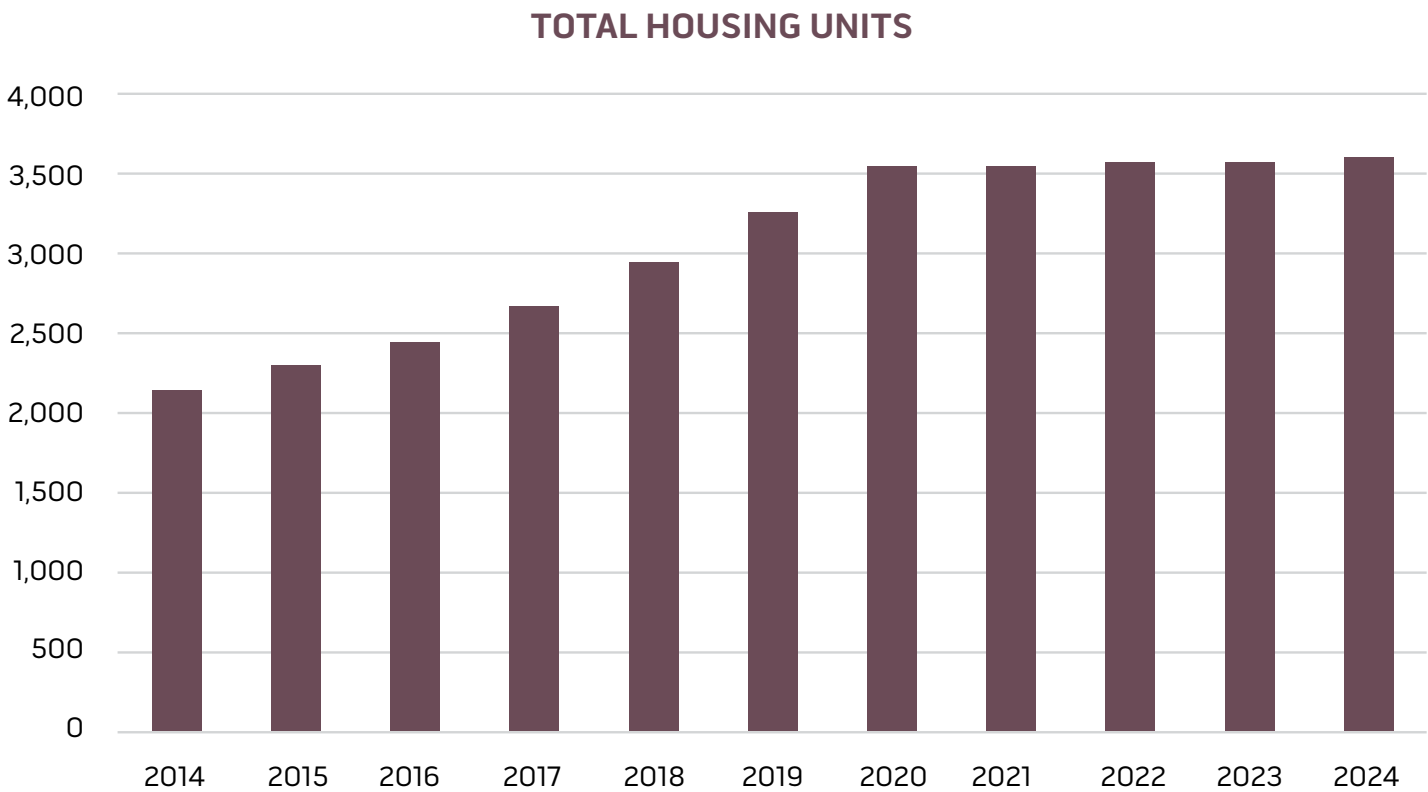
ACRES OF ZONING BY CATEGORY



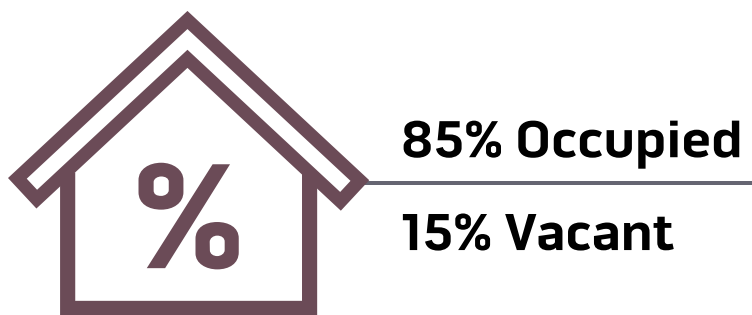
HOUSING

The housing data in this report is primarily sourced from the Esri Business Analyst tool, which utilizes data from the U.S. Census Bureau (Esri, 2025)

Figure 10. Total Housing Units 2024; Source: Esri Business Analyst 2025



HOUSING UNITS 3,612



PERCENT OF HOUSING UNITS BUILT BY YEAR

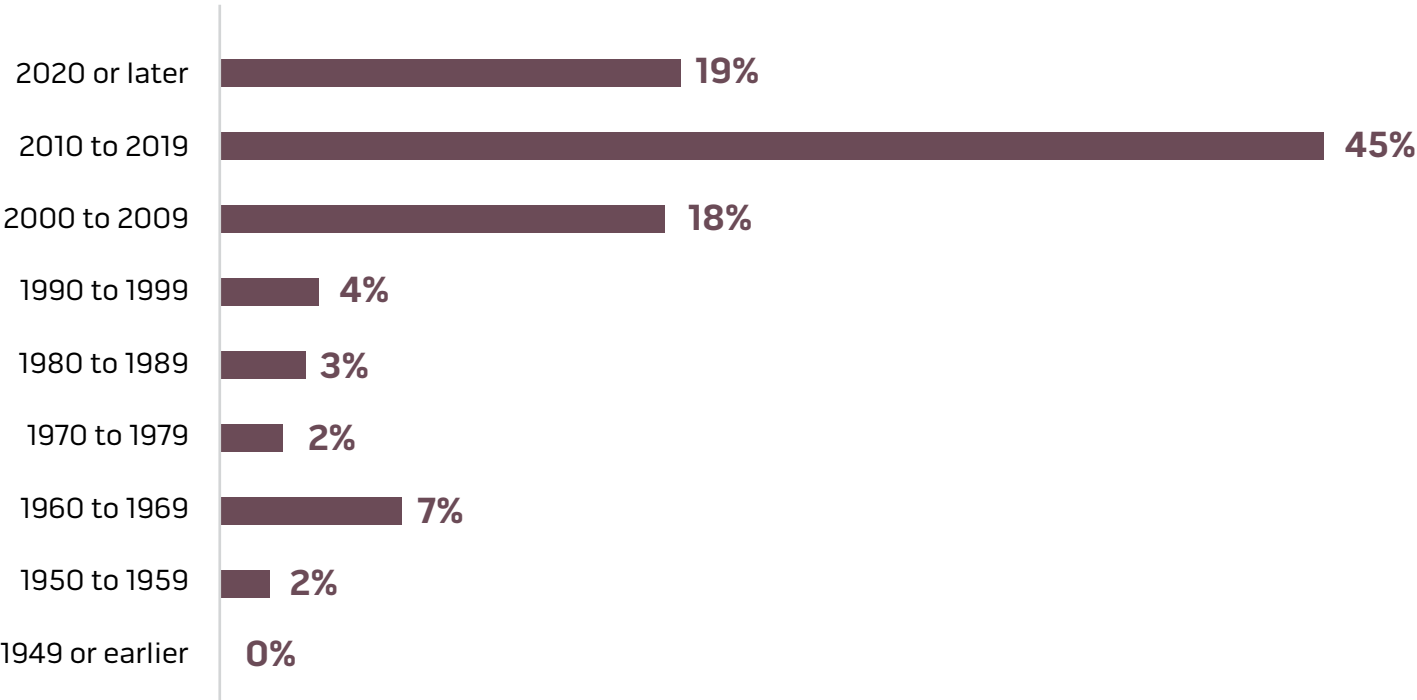
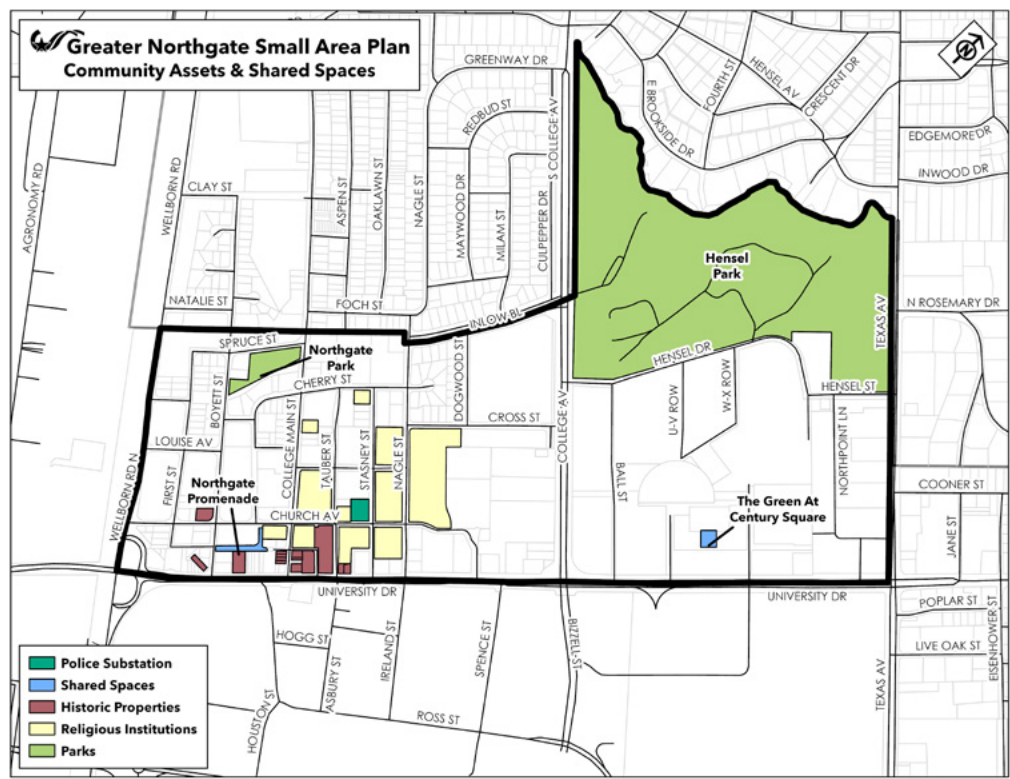


Figure 11. Year Housing Unit Built by Percentage 2024; Source: Esri Business Analyst 2025 (Estimates for 2000 and later are based on Planning & Development Services data for Issued Certificates of Occupancy)



Map 4. Greater Northgate community assets and shared spaces, as of January 2025; Source: City of College Station, Planning & Development Services



Figure 12. Heatmap of Fire & EMS calls for service by planning sub area from 2019-2024; Source: College Station Fire Department

Table C. Top 5 call types for Fire & EMS calls for service from 2019-2024; Source: College Station Fire Department

TOP 5 INCIDENT TYPES BY SUB-AREA								
Northgate District			Century Square		NorthPoint Crossing		Hensel Park	
1	13%	FP-91 Ordinance Violation	18%	Major Accident	32%	Auto Alarm	63%	Auto Alarm
2	10%	Sick Call	16%	Auto Alarm	10%	Elevator Emergency	11%	Gas Leak
3	10%	Auto Alarm	13%	EMS Standby	4%	Investigation	5%	Water Rescue
4	6%	Overdose	4%	EMS PD Assist	3%	Auto Alarm, Water Flow	5%	Investigation
5	5%	EMS PD Assist	4%	Investigation	3%	Overdose	5%	Auto Aid Unknown Emergency

FIRE & EMS CALLS BY HOUR

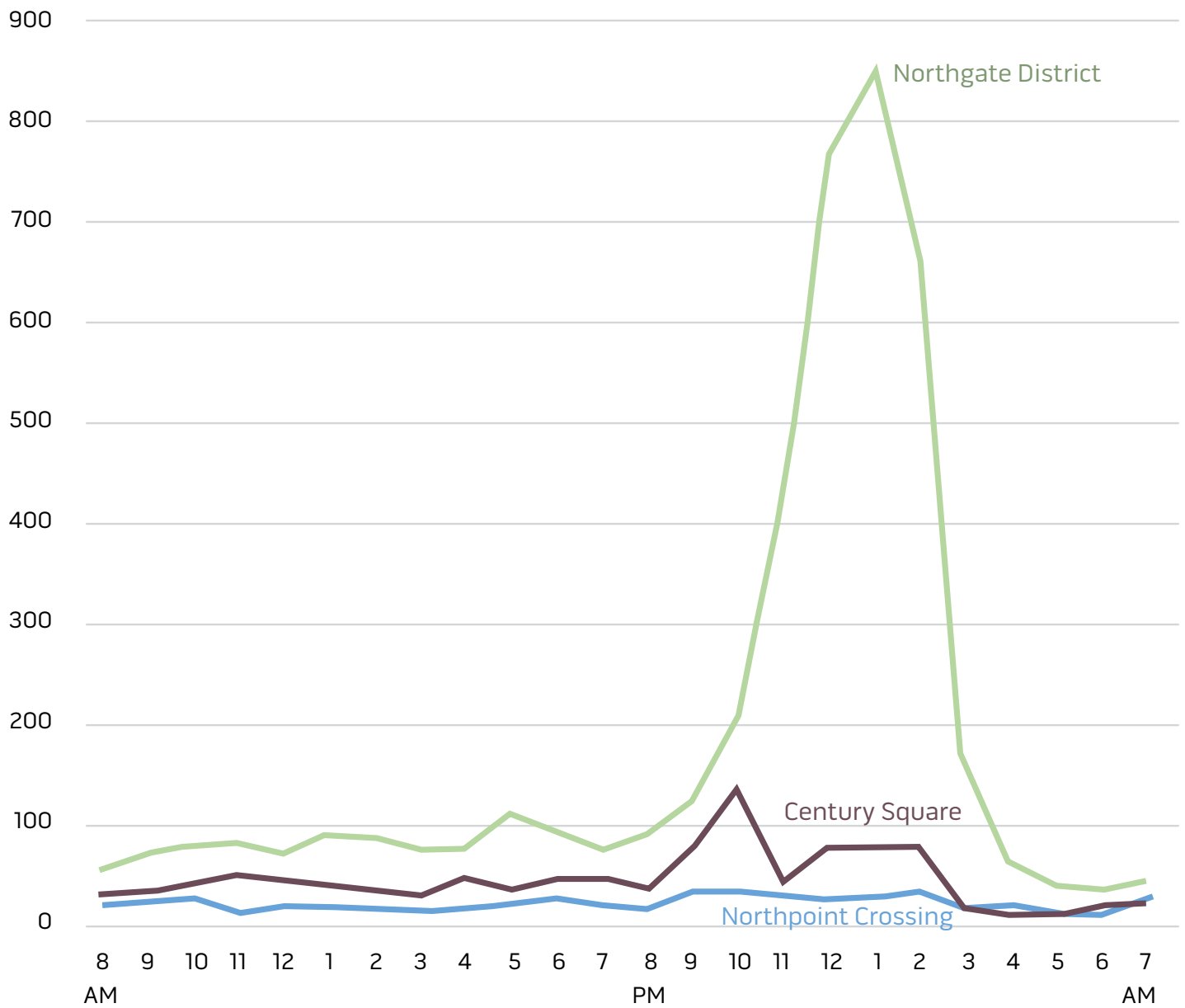


Figure 13. Fire & EMS calls for service by hour of the day from 2019-2024; Source: College Station Fire Department

FIRE & EMS CALLS BY DAY OF WEEK

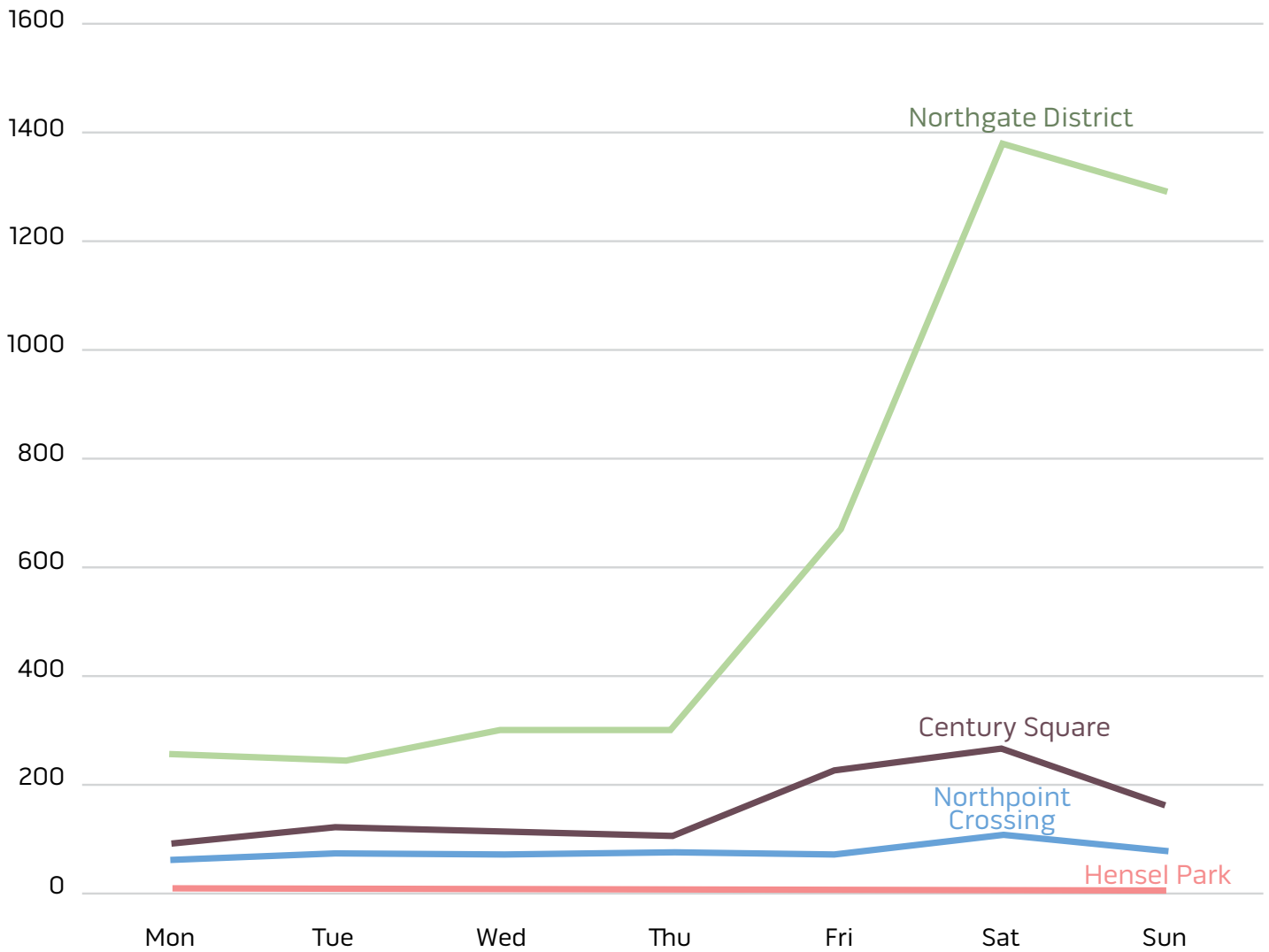
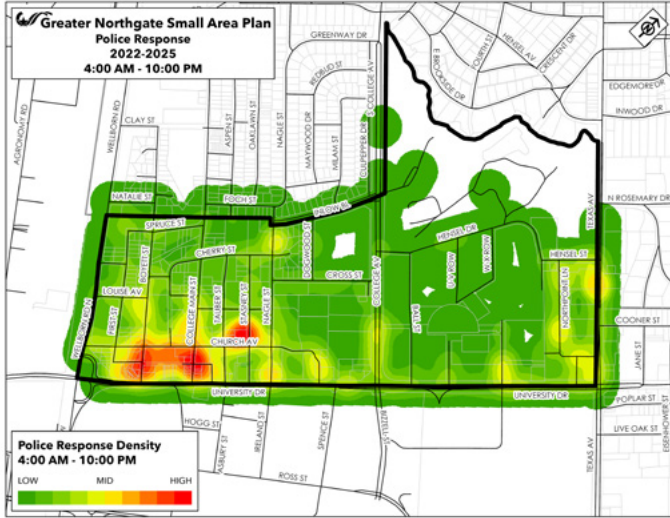


Figure 14. Fire & EMS calls for service by day of the week from 2019-2024; Source: College Station Fire Department

Table D. Police annual calls for service by planning sub area; Source: College Station Police Department

	2022	2023	2024
Century Square	99	180	122
Hensel Park	1,067	1,493	1,557
Northgate District	7,809	7,991	9,385
Northpoint Crossing	358	382	269

DAYTIME



NIGHTTIME

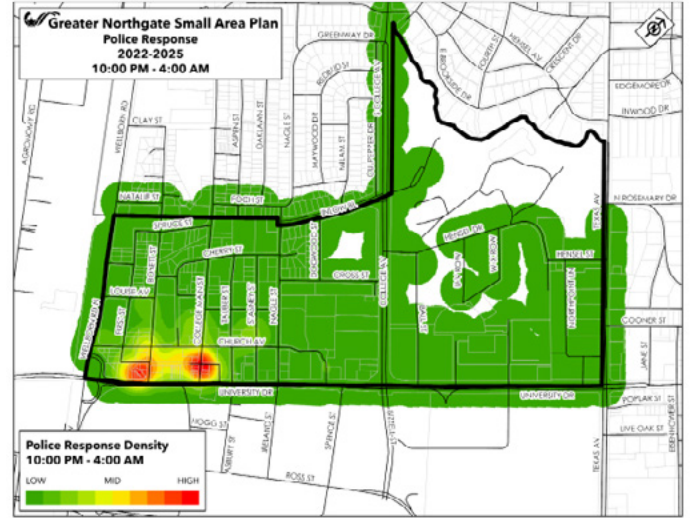


Figure 15. Heatmap of Police Department calls for service by planning sub area from 2022-2024; Source: College Station Police Department

Table E. Top 5 call types for Police Department calls for service from 2022-2024; Source: College Station Police Department

TOP 5 CALL TYPES BY SUB-AREA						
	Northgate District		Hensel Park		NorthPoint Crossing	
1	15%	Alcohol Violation Patrol	20%	Traffic Stop	10%	Traffic Stop
2	9%	Minor in Possession	6%	Welfare Concern	9%	Follow Up
3	9%	Ordinance Violation Other	4%	Suspicious Person	6%	Welfare Concern
4	6%	Disorderly Conduct	3%	Public Assist	5%	Public Assist
5	6%	Public Assist	3%	Agency Assist	5%	Suspicious Person

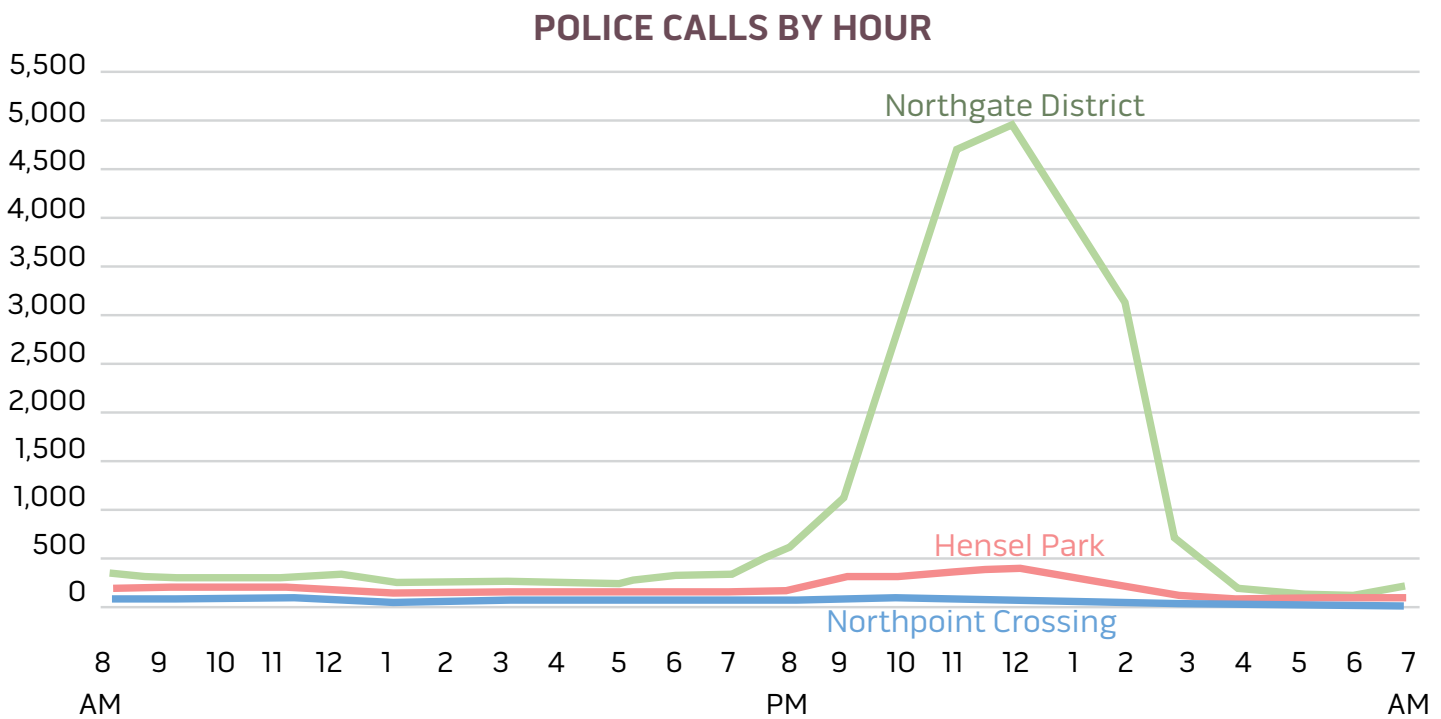


Figure 16. Police calls for service by hour of the day from 2022-2024; Source: College Station Police Department

POLICE CALLS BY DAY OF WEEK

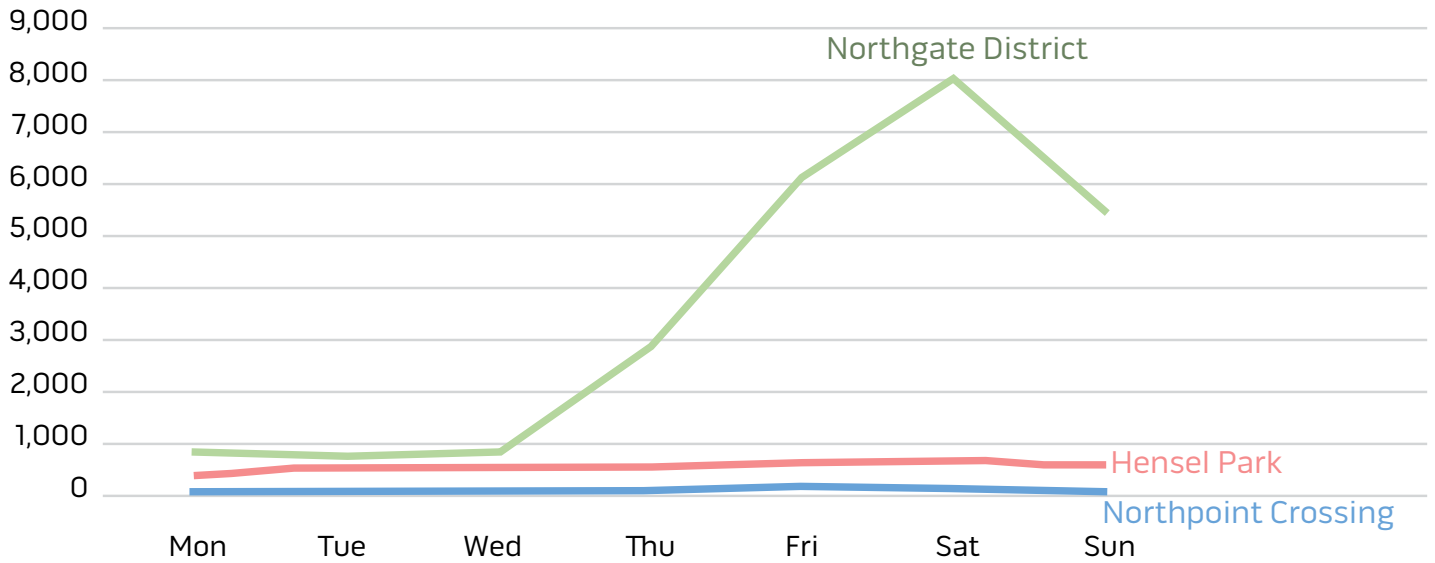
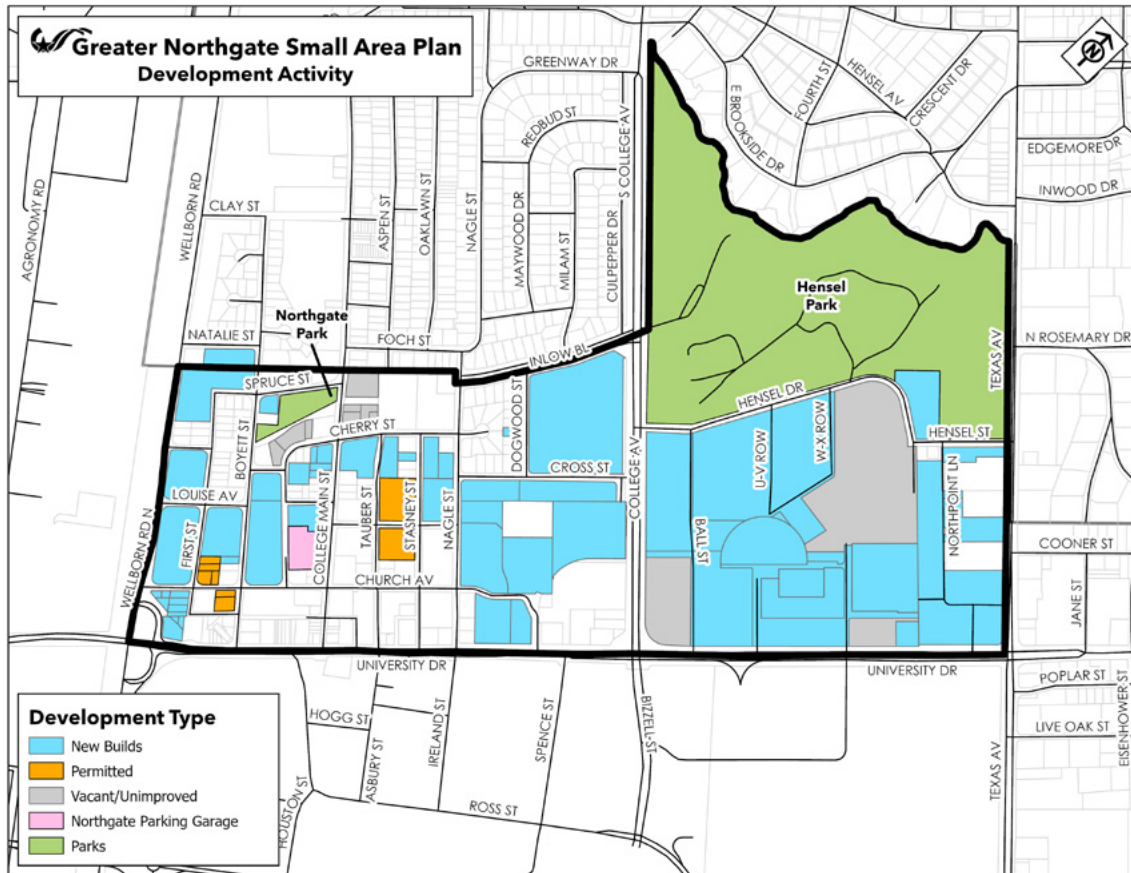


Figure 17. Police calls for service by day of the week from 2022-2024; Source: College Station Police Department

DEVELOPMENT ACTIVITY



Map 5. Greater Northgate development activity, as of January 2025; Source: City of College Station, Planning & Development Services

NEW CONSTRUCTION PERMITS

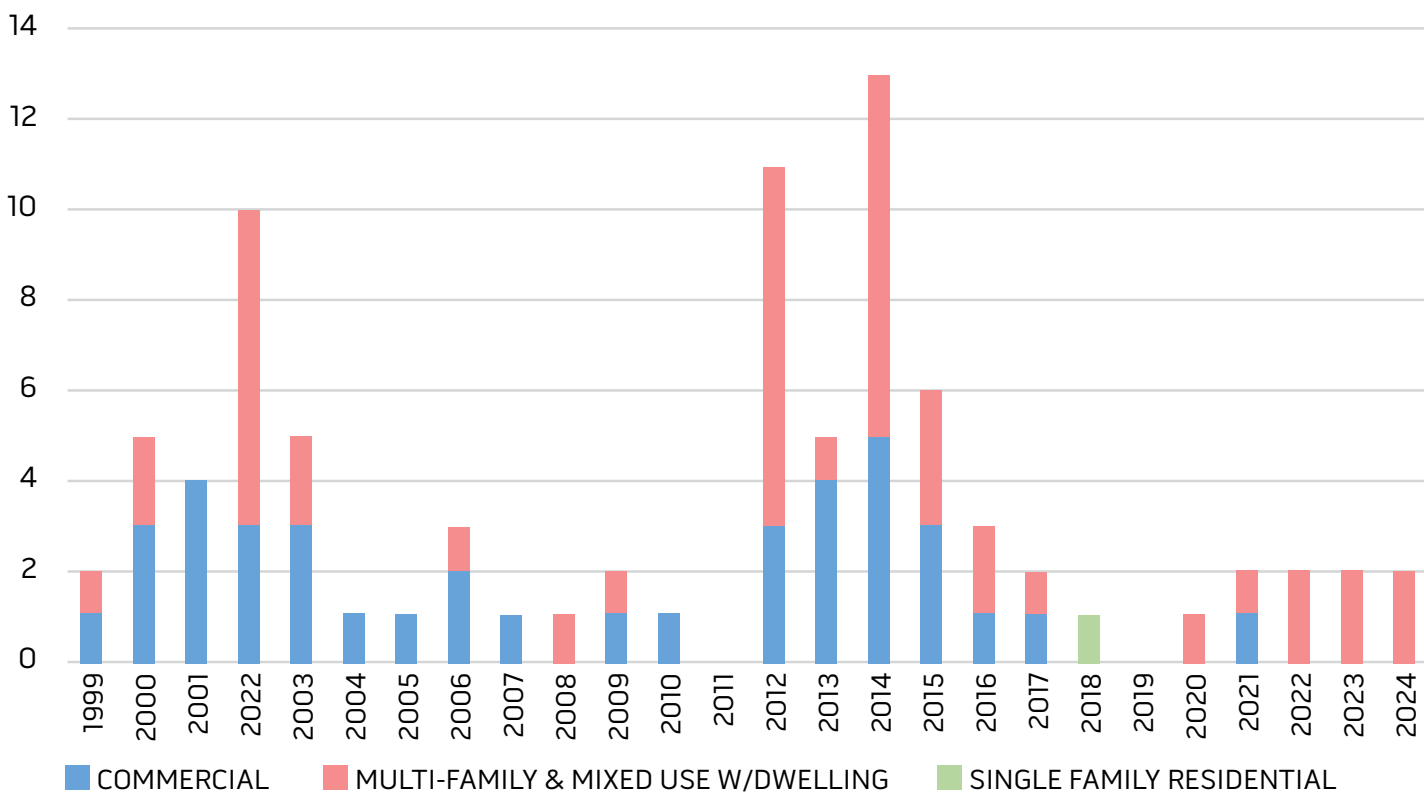
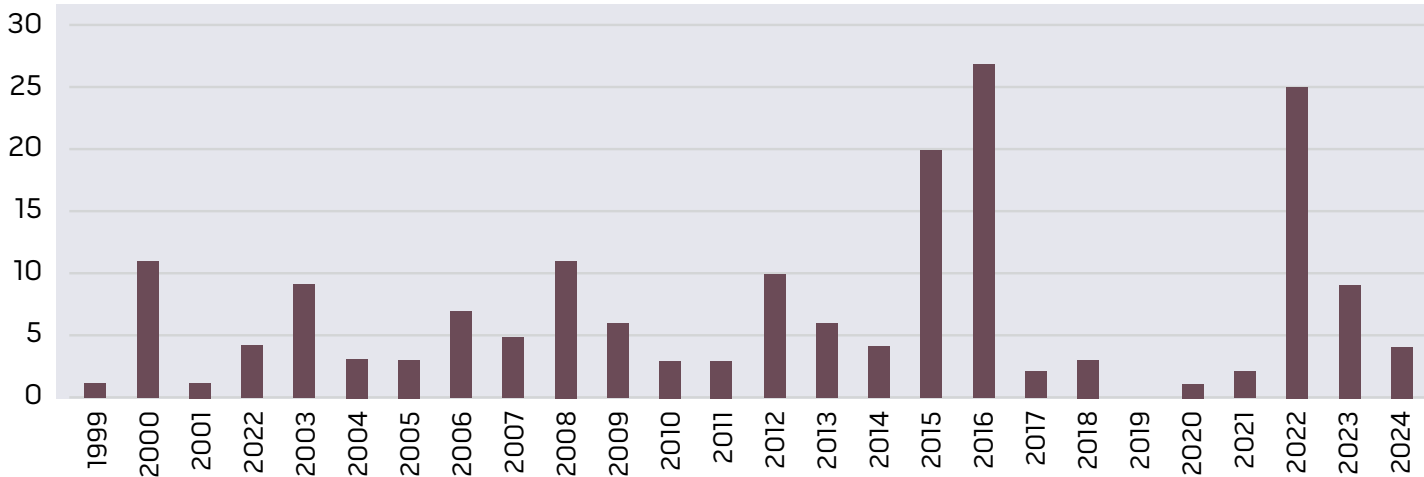
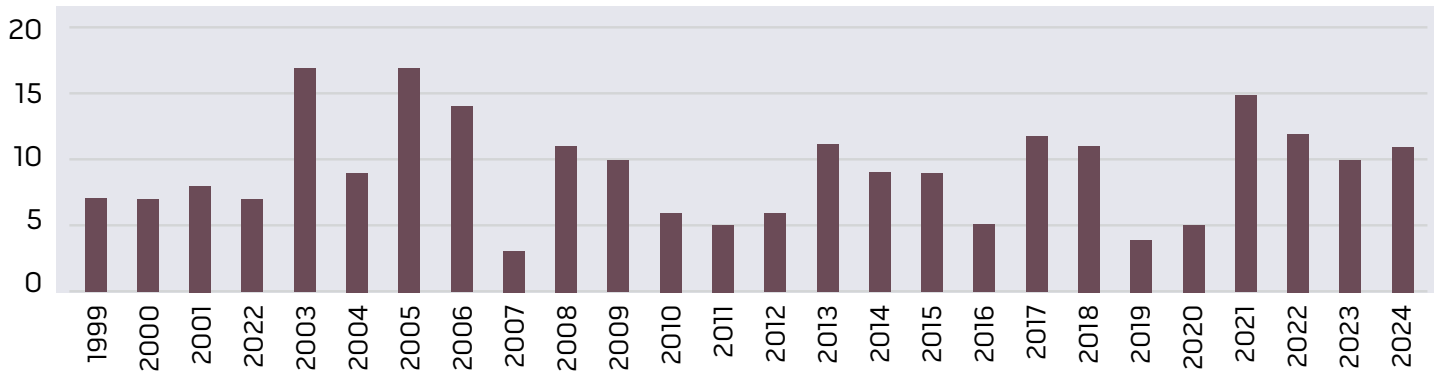


Figure 18. New Construction permits from 1999-2024; Source: City of College Station, Planning & Development Services

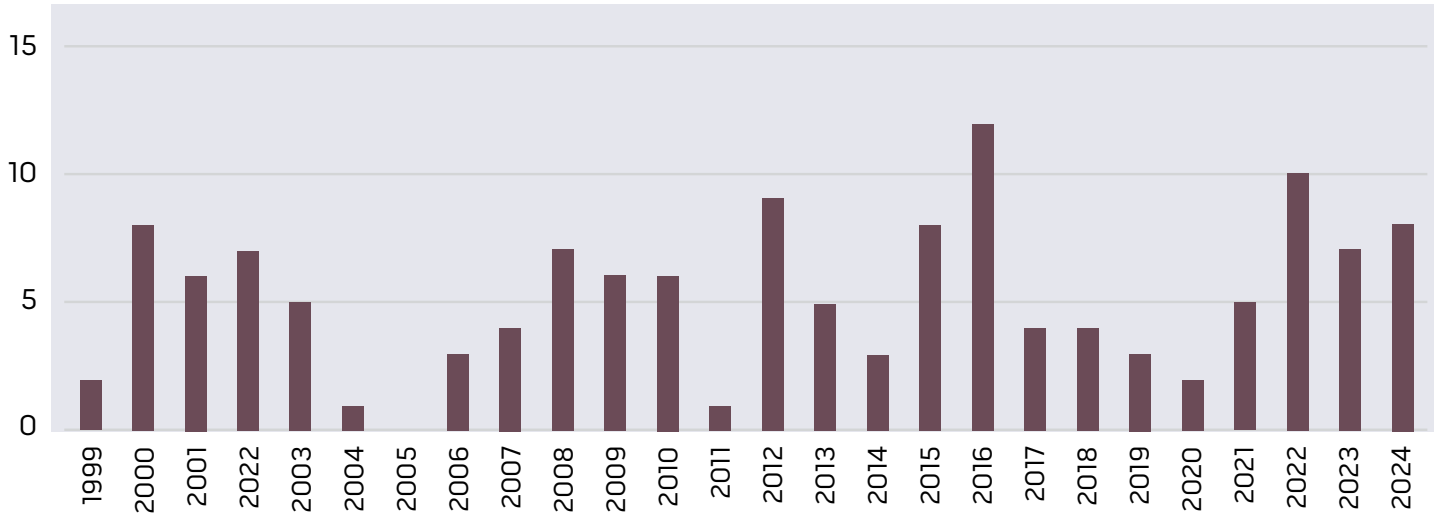
DEMOLITION PERMITS



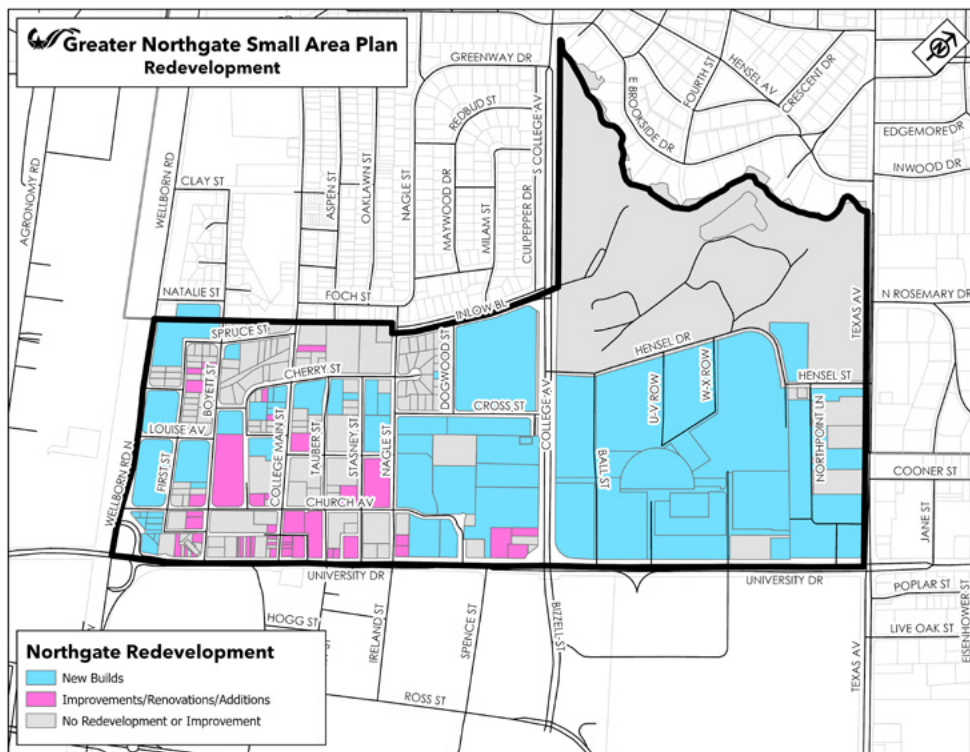
REMODEL PERMITS



DEVELOPMENT PERMITS & SITE PLANS

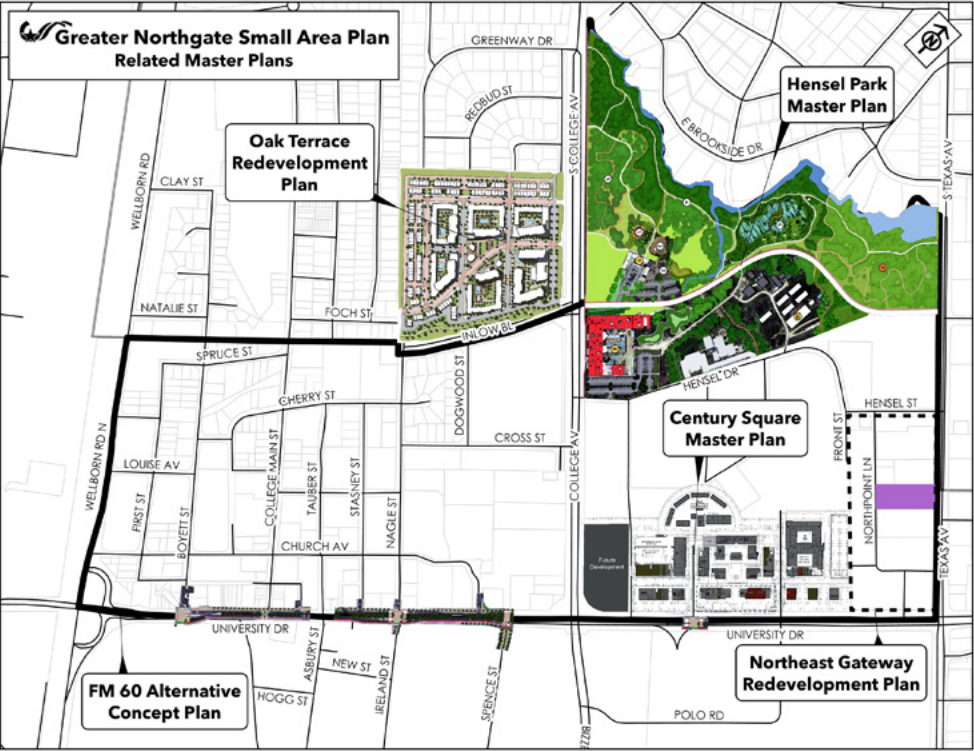


REDEVELOPMENT



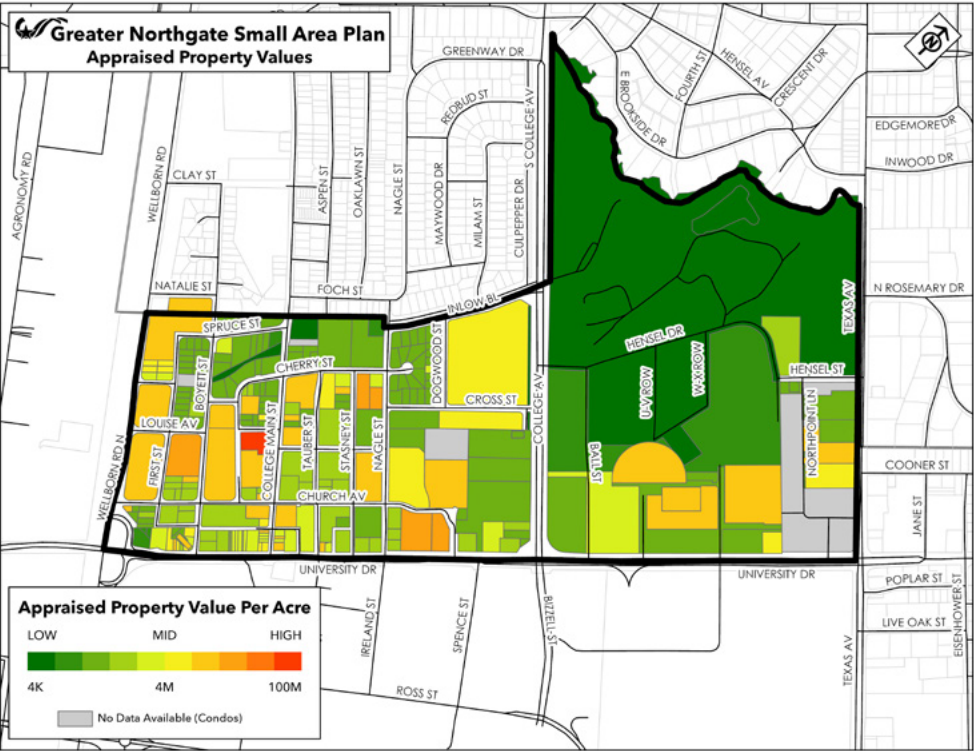
Map 6. Greater Northgate redevelopment, as of January 2025; Source: City of College Station, Planning & Development Services

AREA PLANNING EFFORTS



ECONOMIC INDICATORS

Appraised Property Values



PROPERTY TAXES

NORTHGATE DISTRICT PROPERTY TAXES

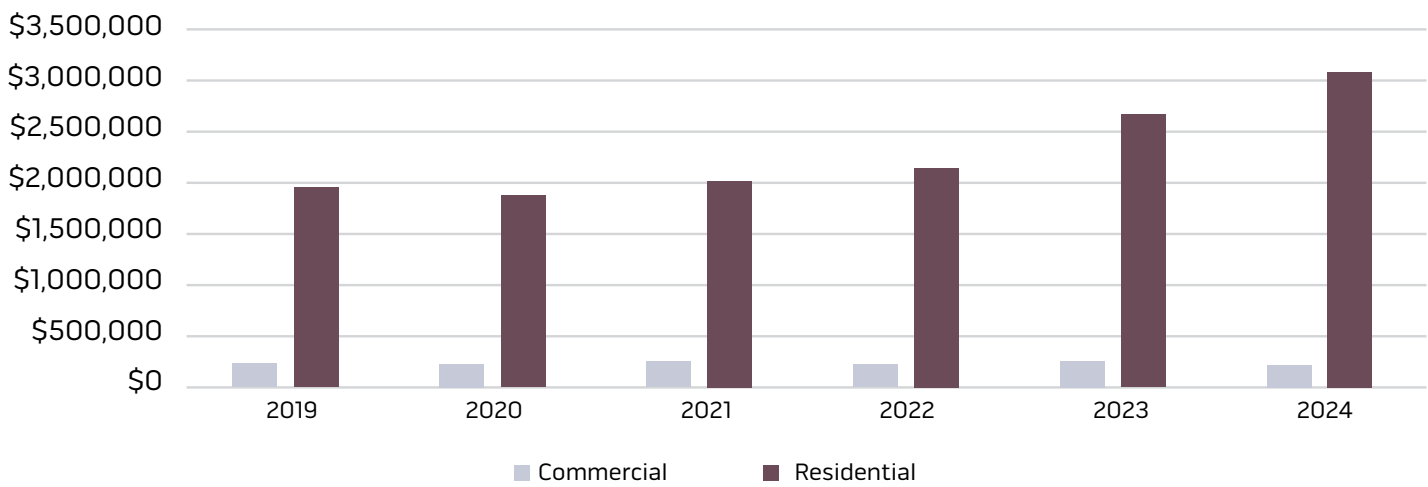


Figure 19. Northgate District property taxes for 2019-2024; Source: City of College Station, Fiscal Services

COMMERCIAL PROPERTY TAX

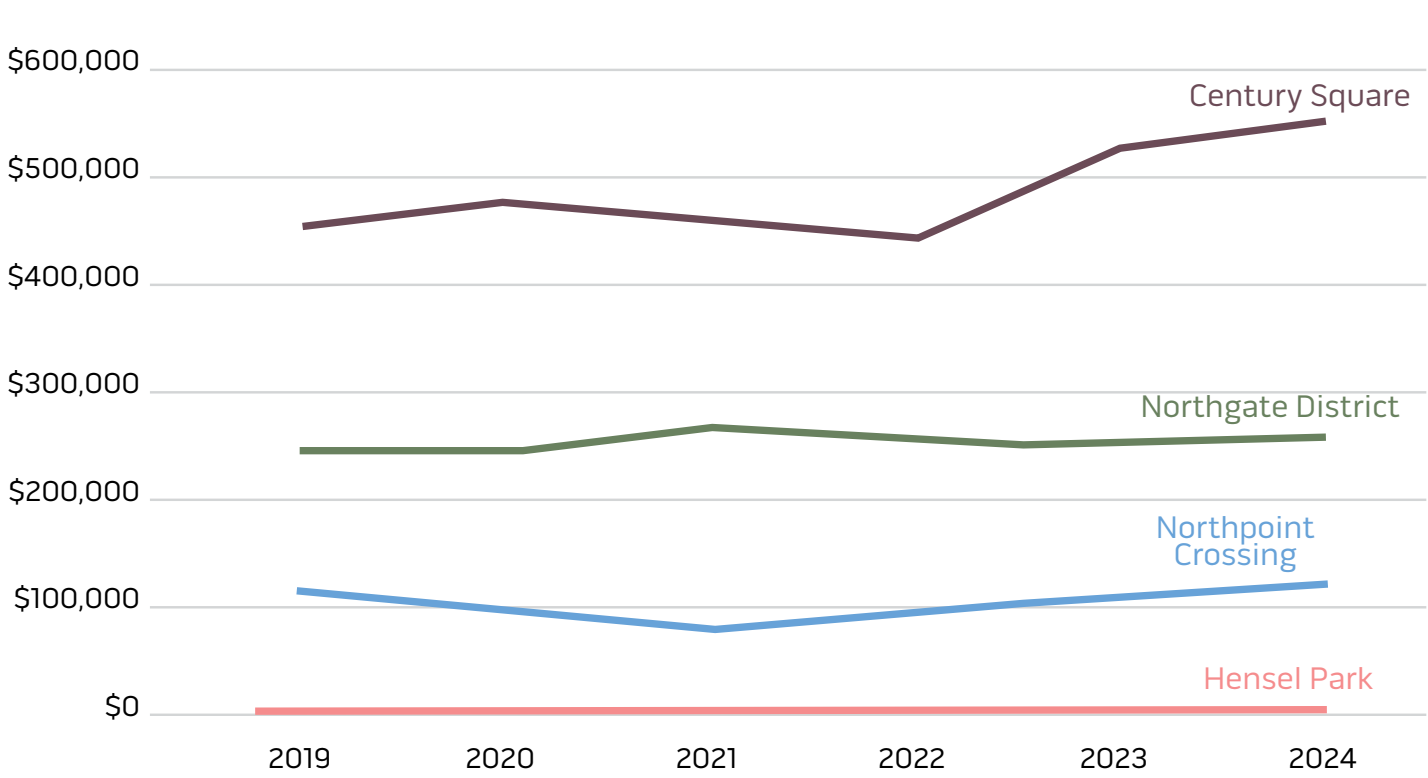


Figure 20. Greater Northgate commercial property taxes for 2019-2024; Source: City of College Station, Fiscal Services

RESIDENTIAL PROPERTY TAX

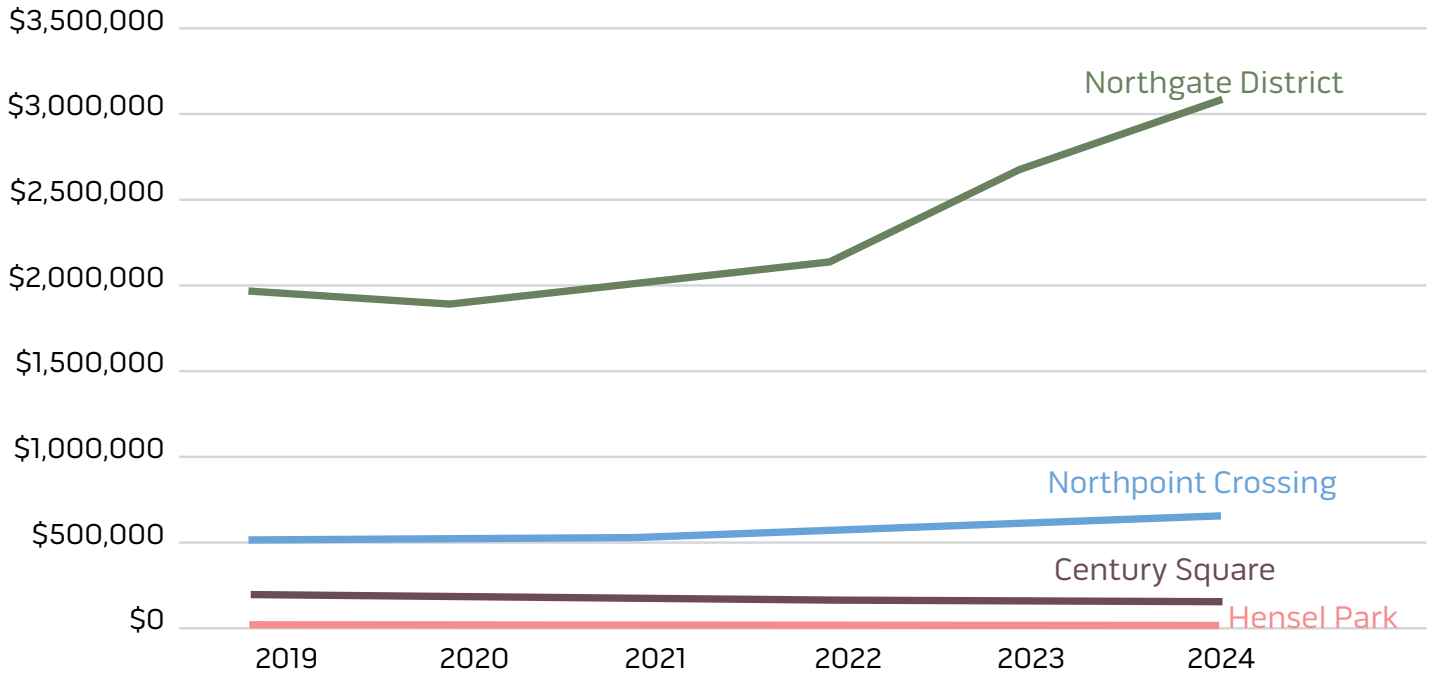


Figure 21. Greater Northgate residential property taxes for 2019-2024; Source: City of College Station, Fiscal Services

SALES AND ESTIMATED MIXED BEVERAGE TAX

SALES & ESTIMATED MIXED USE TAX

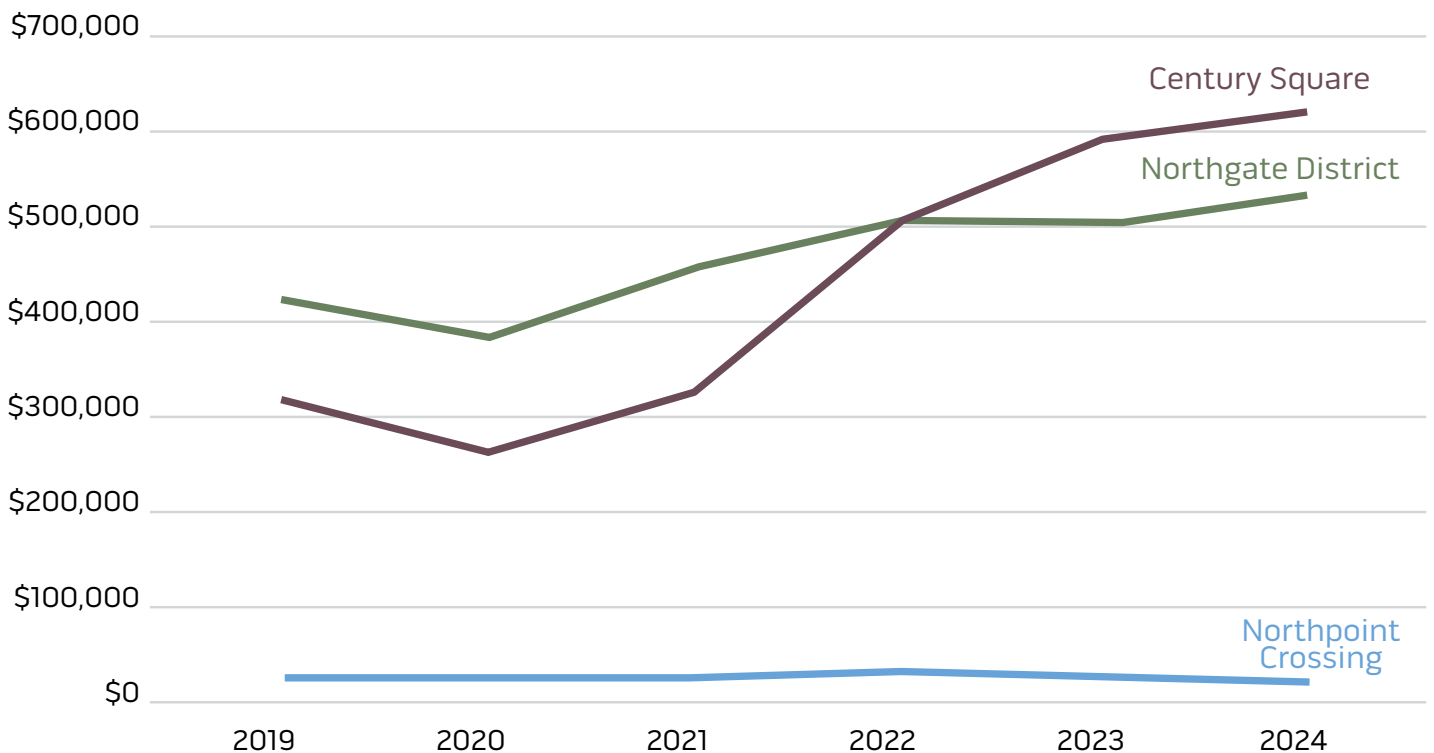


Figure 22. Sales and Estimated Mixed Use Tax by planning sub area for 2019-2024; Source: City of College Station, Fiscal Services

NORTHGATE DISTRICT PARKING REVENUES



Figure 23. Parking revenues in the Northgate District from 2016-2024; Source: City of College Station, Fiscal Services

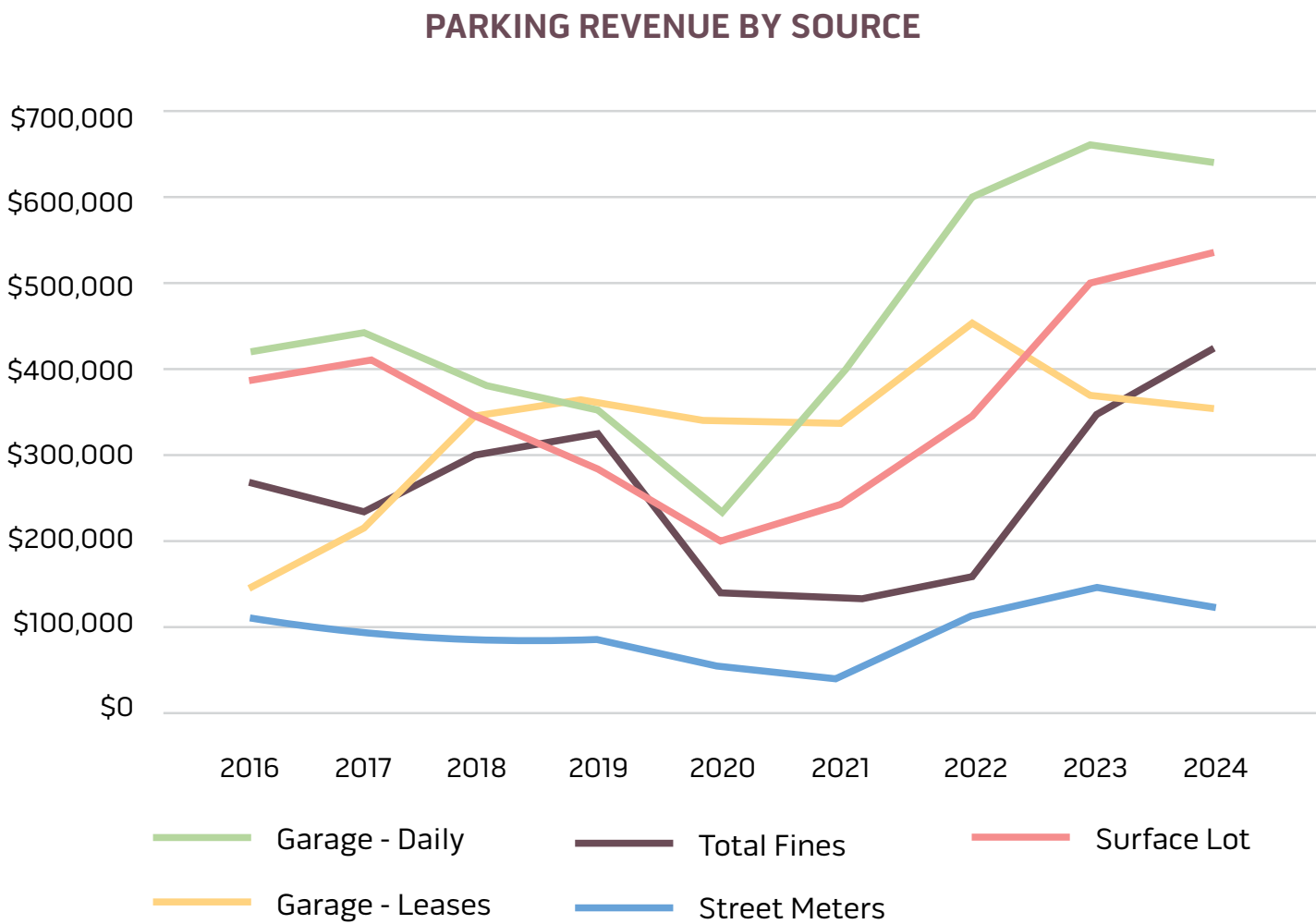
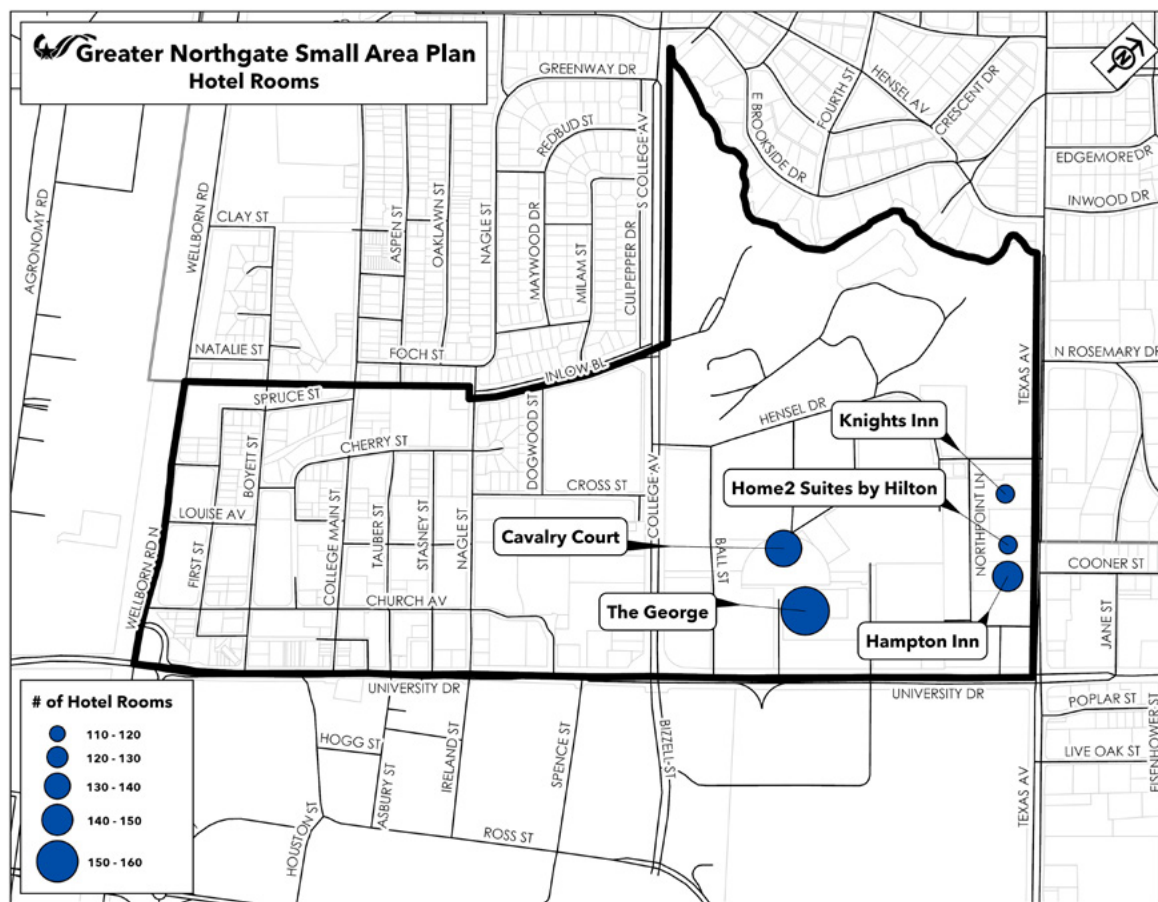


Figure 24. Parking revenue by source from 2016-2024; Source: City of College Station, Fiscal Services

HOTEL OCCUPANCY TAX



Map 9. Greater Northgate hotels by number of rooms, as of August 2024; Source: City of College Station, Economic Development & Tourism

HOTEL OCCUPANCY TAX REVENUES

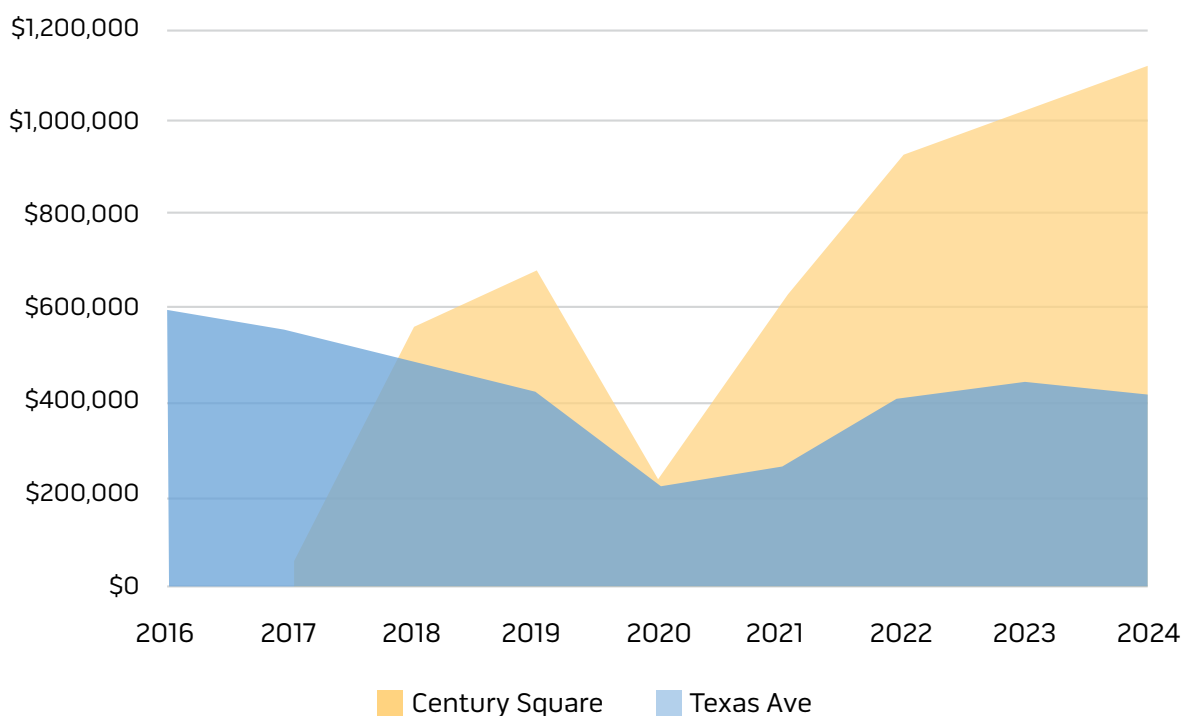


Figure 25. Hotel Occupancy Tax revenues from 2016-2024; Source: City of College Station, Fiscal Services

TOURISM

The tourism data is sourced from Placer.ai, a location analytics platform that provides insights into tourism patterns by analyzing anonymized data from mobile devices. The estimates provided only include people who live outside the sub area and traveled into it during the selected time period. Local residents—those who live within the defined area—are excluded, even if they visit local businesses frequently.

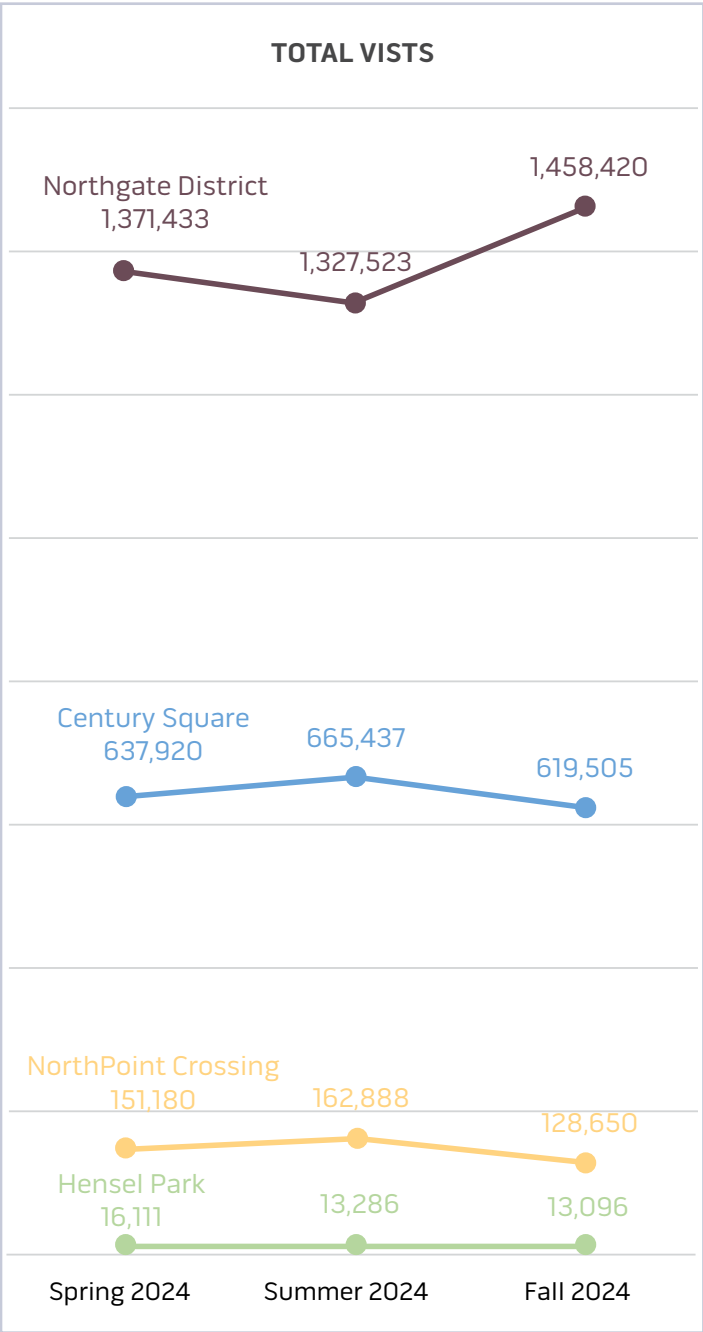


Figure 26. Estimated number of trips made to each sub area. If a person visits the same location five times, it counts as five trips; Source: Placer.ai, June 2025

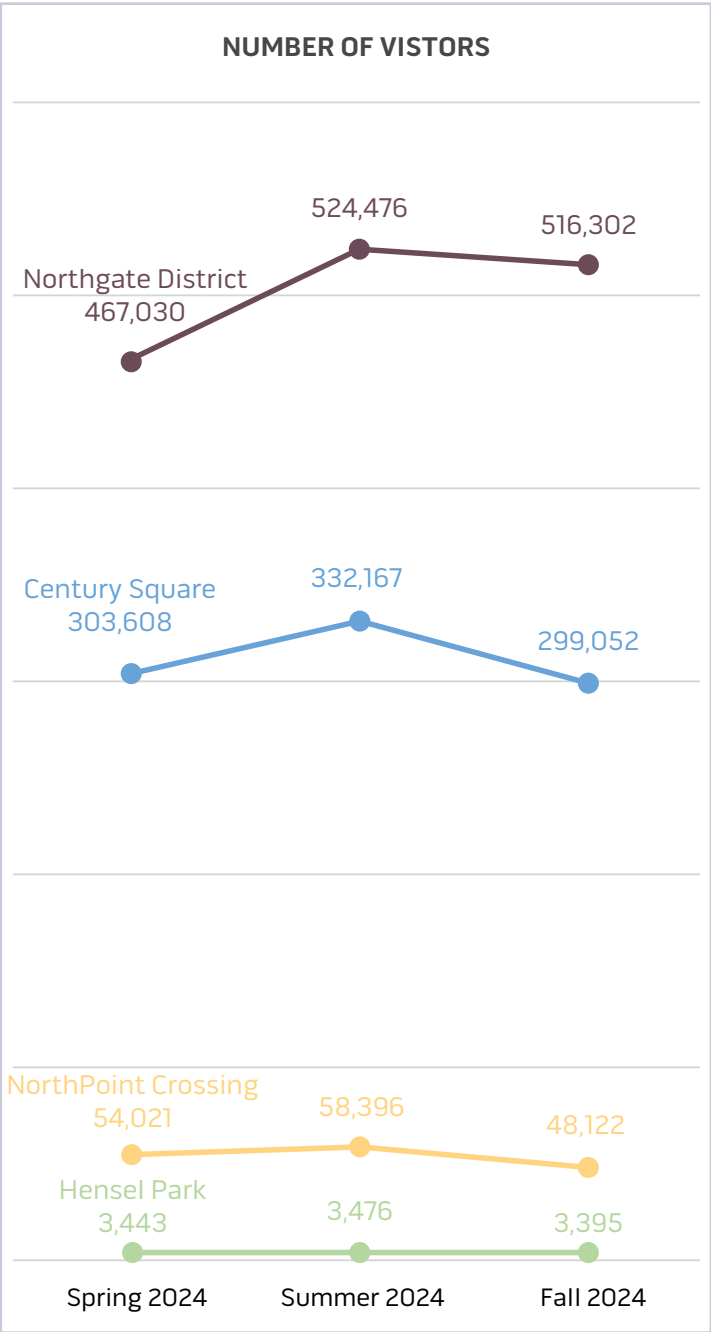


Figure 27. Estimated number of trips made to each sub area. If a person visits the same location five times, it counts as five trips; Source: Placer.ai, June 2025

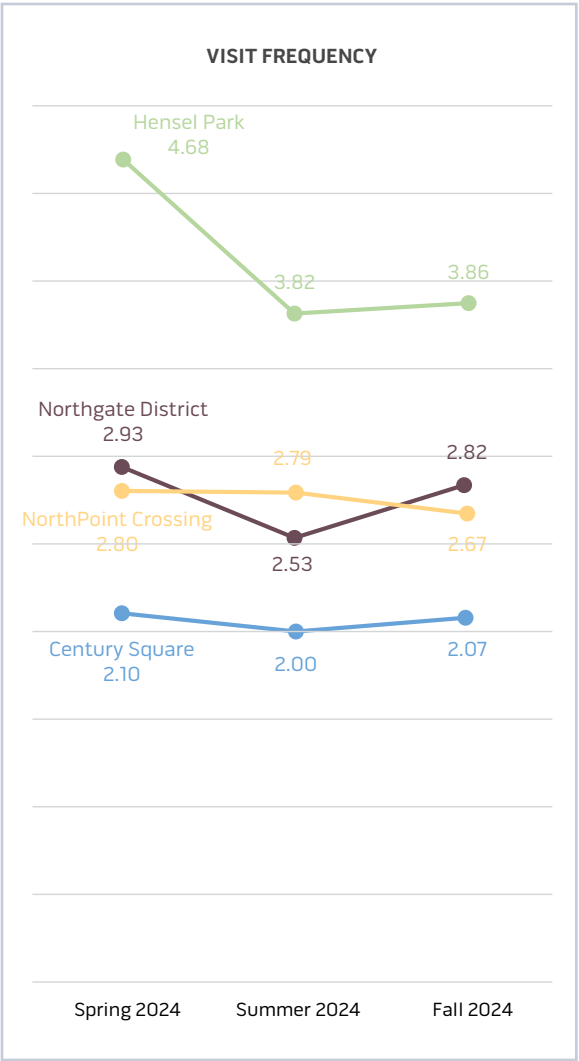


Figure 28. Average number of times each visitor went to a specific sub area;
Source: Placer.ai, June 2025

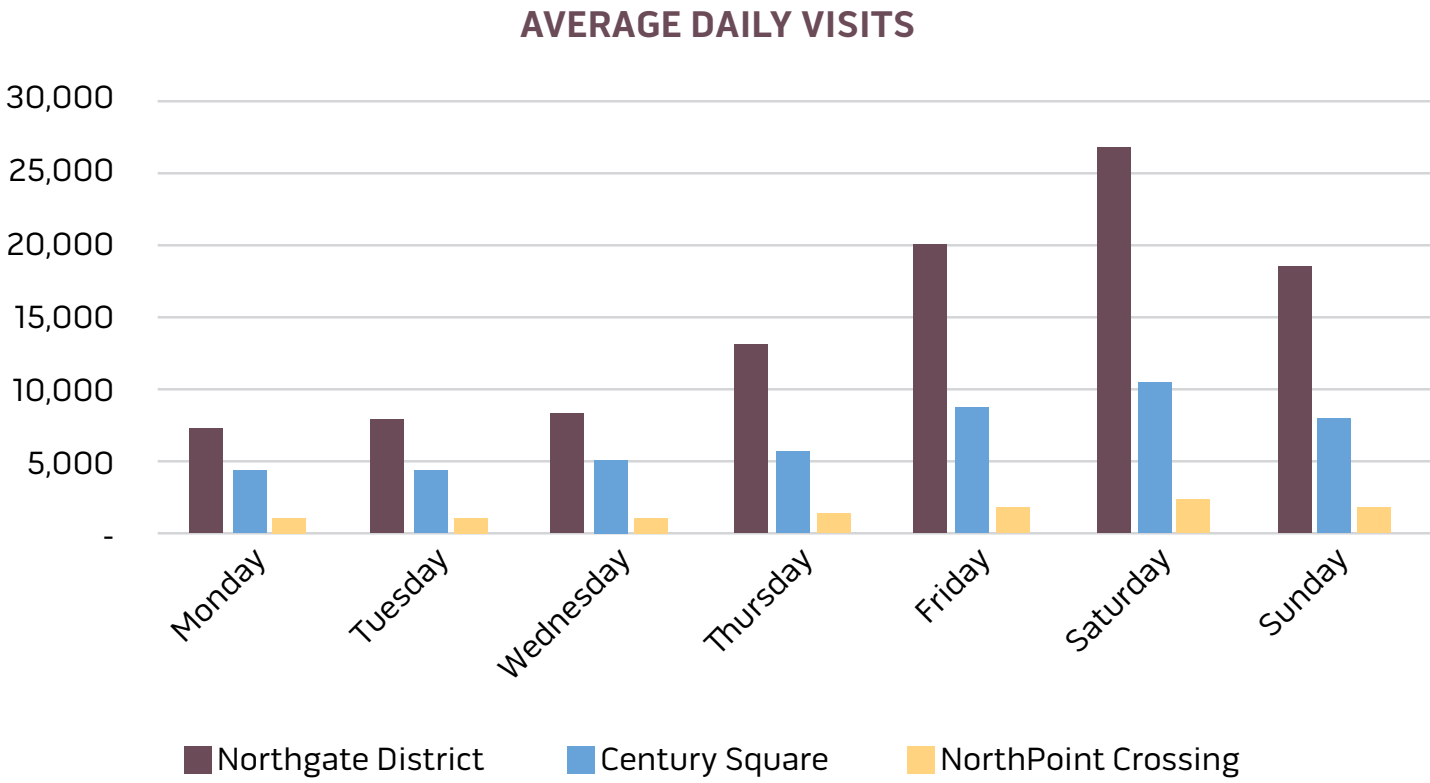


Figure 29. Average daily visits for each sub area from February 2024 to January 2025; Source: Placer.ai, June 2025

TOTAL VISITS BY HOUR

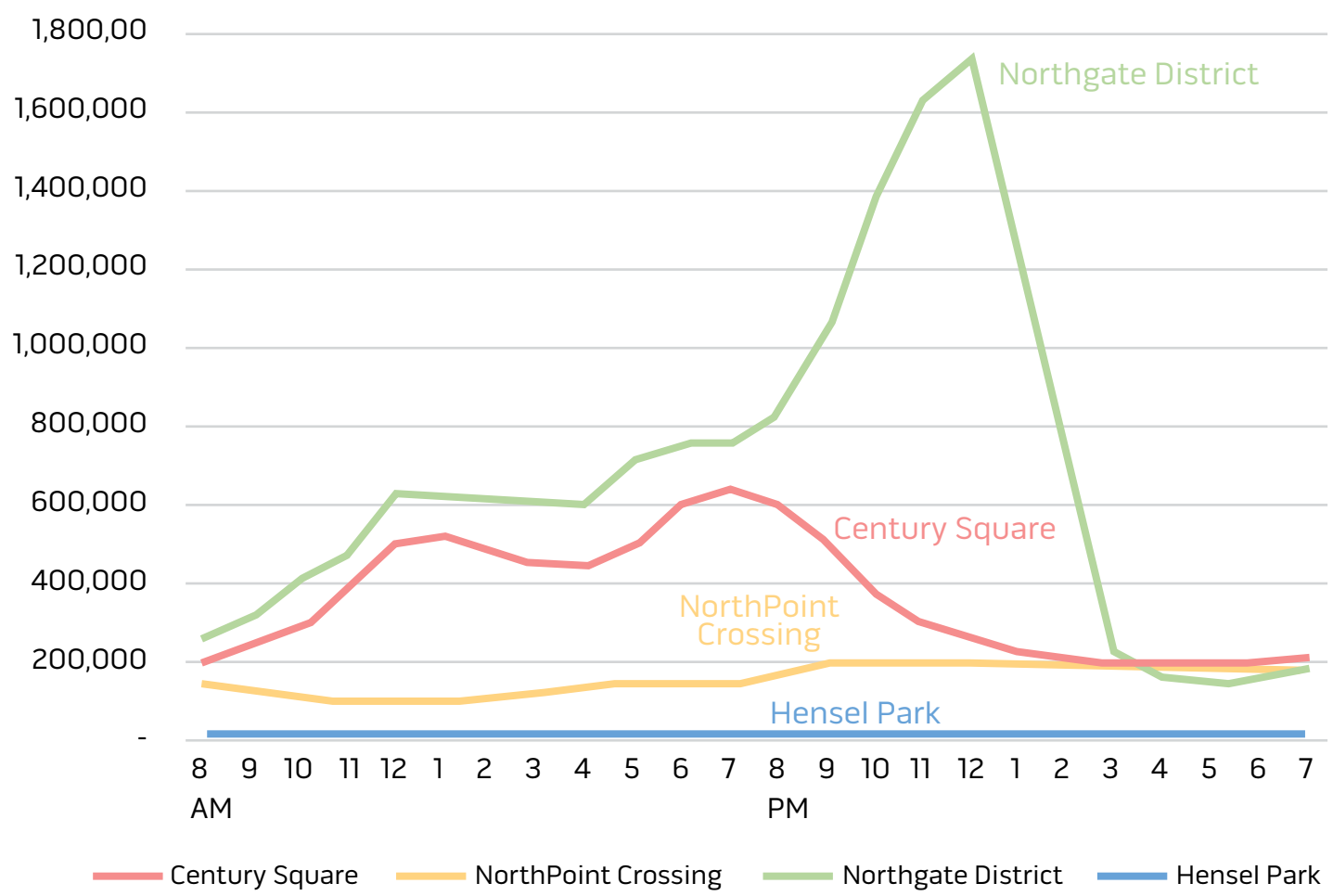
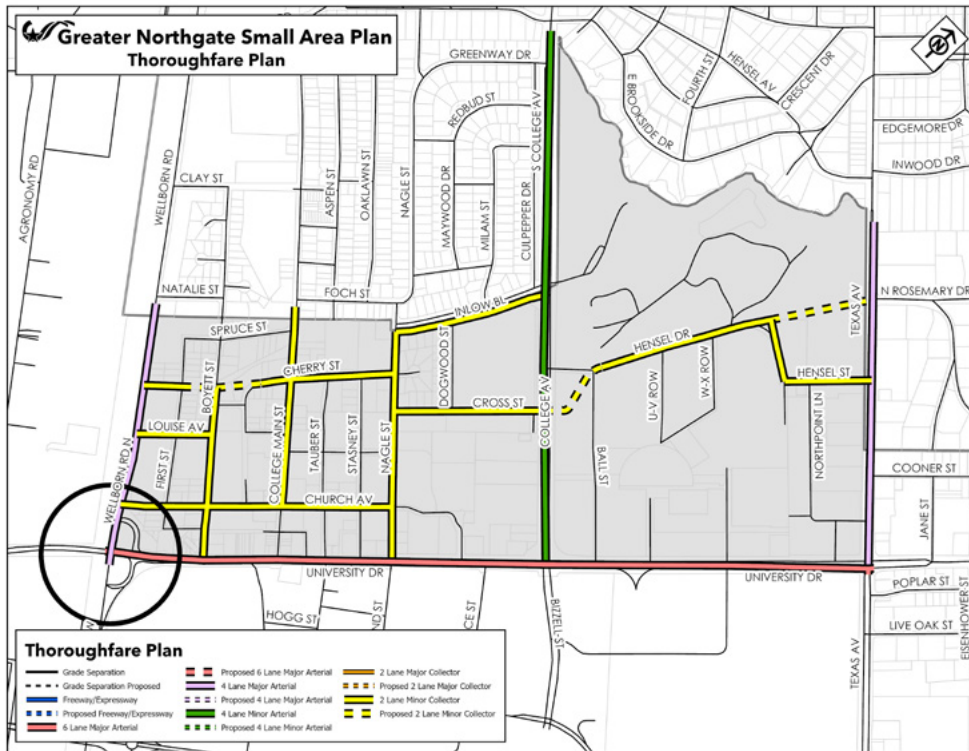
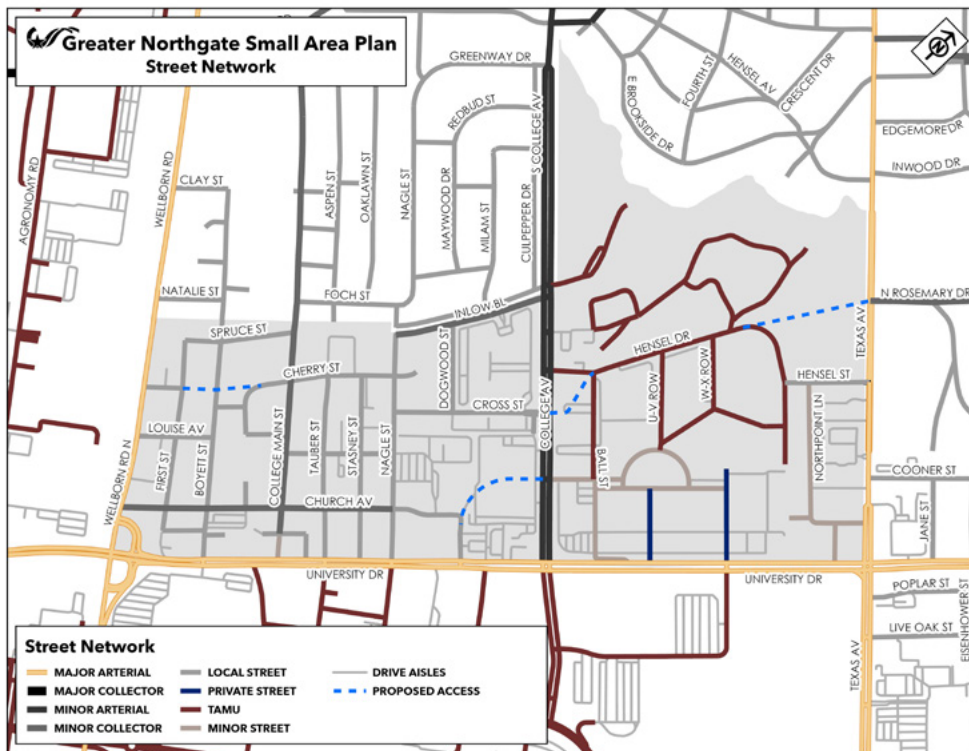


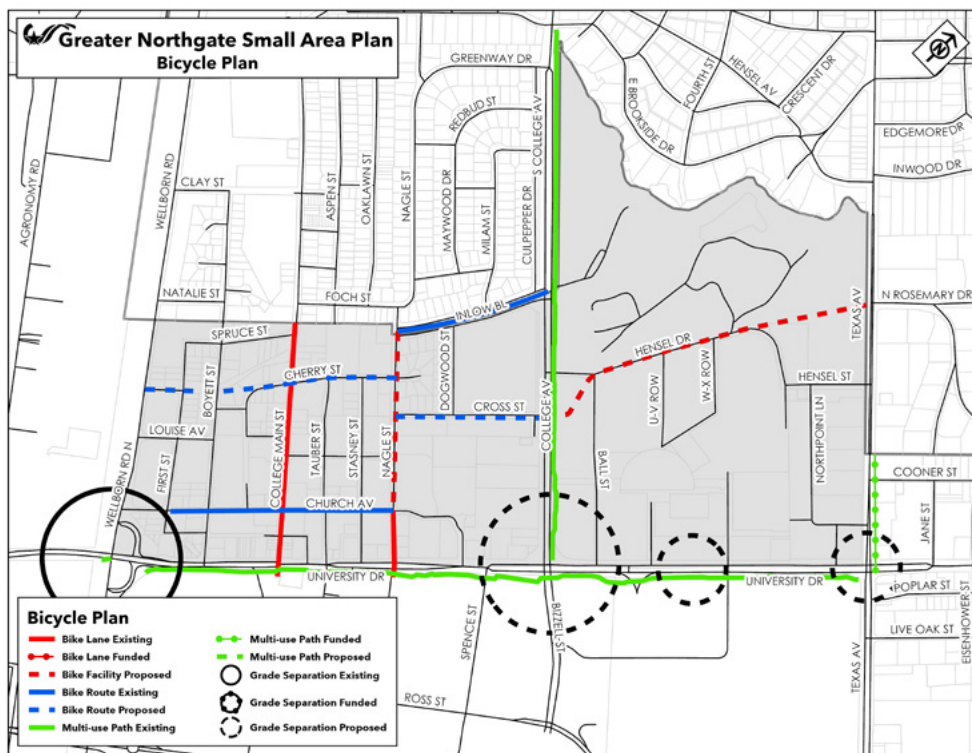
Figure 30. Total number of visits that occurred during each hour of the day, summed across a one-year period from February 2024 to January 2025; Source: Placer.ai, June 2025



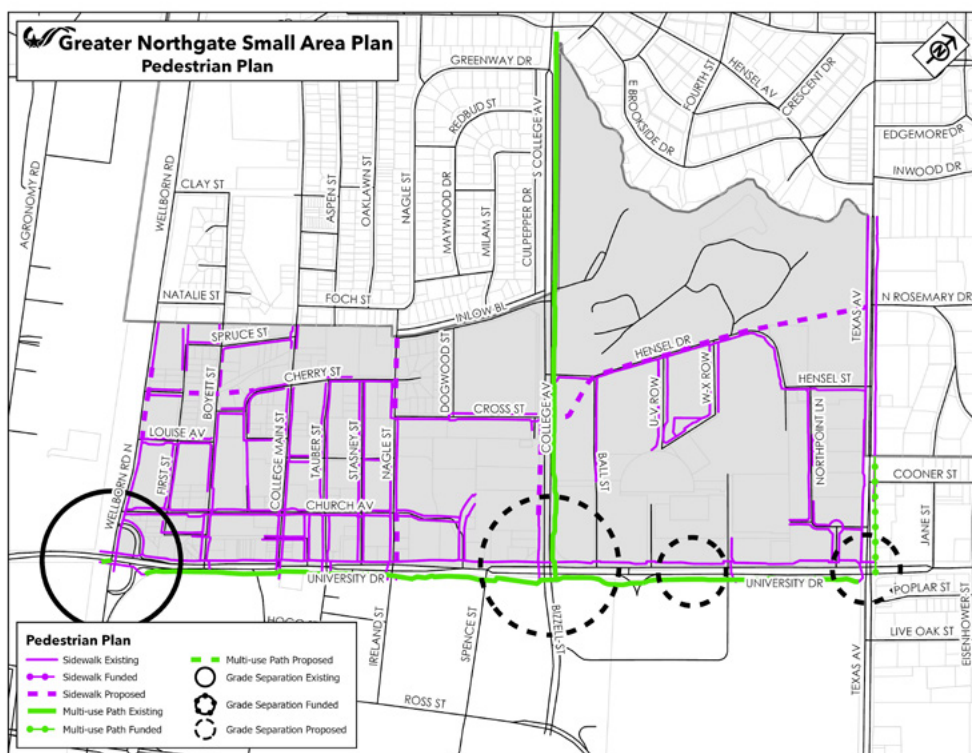
Map 10. Greater Northgate thoroughfare plan, as of Jan. 2025; Source: City of College Station, Planning & Development Services



Map 11. Greater Northgate street network, as of Jan. 2025; Source: City of College Station, Planning & Development Services

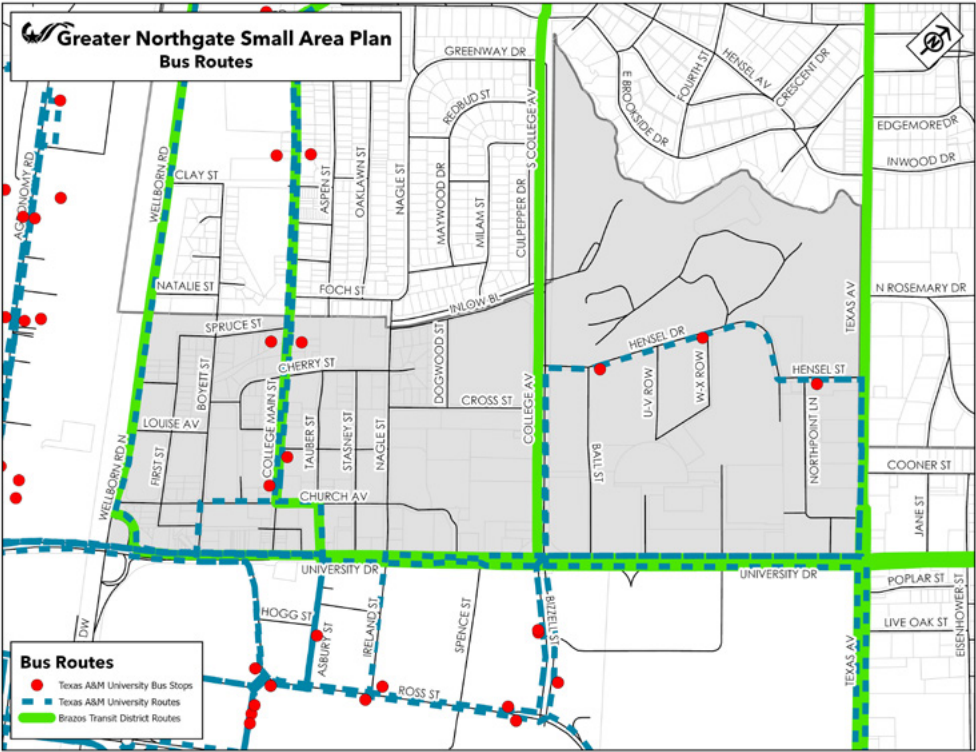


Map 12. Greater Northgate bicycle plan, as of Jan. 2025; Source: City of College Station, Planning & Development Services



Map 13. Greater Northgate pedestrian plan, as of Jan.; Source: City of College Station, Planning & Development Services

BUS ROUTES



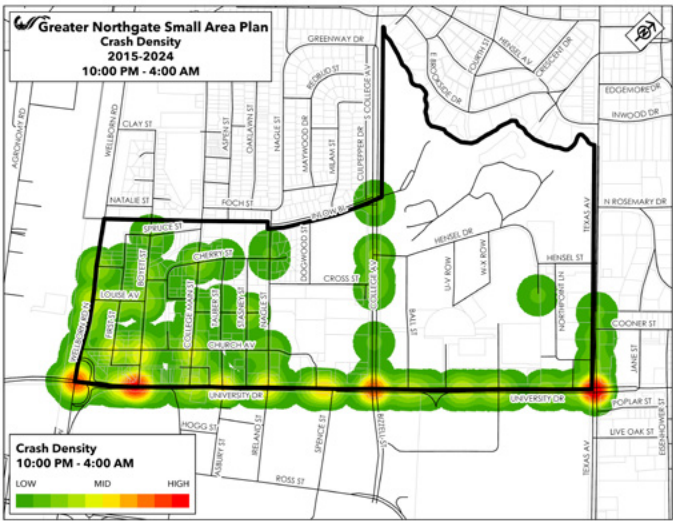
Map 14. Greater Northgate bus routes, as of Nov. 2024; Source: Texas A&M University & Brazos Transit District

CRASH DATA

DAYTIME



NIGHTTIME



NUMBER OF CRASHES BY HOUR

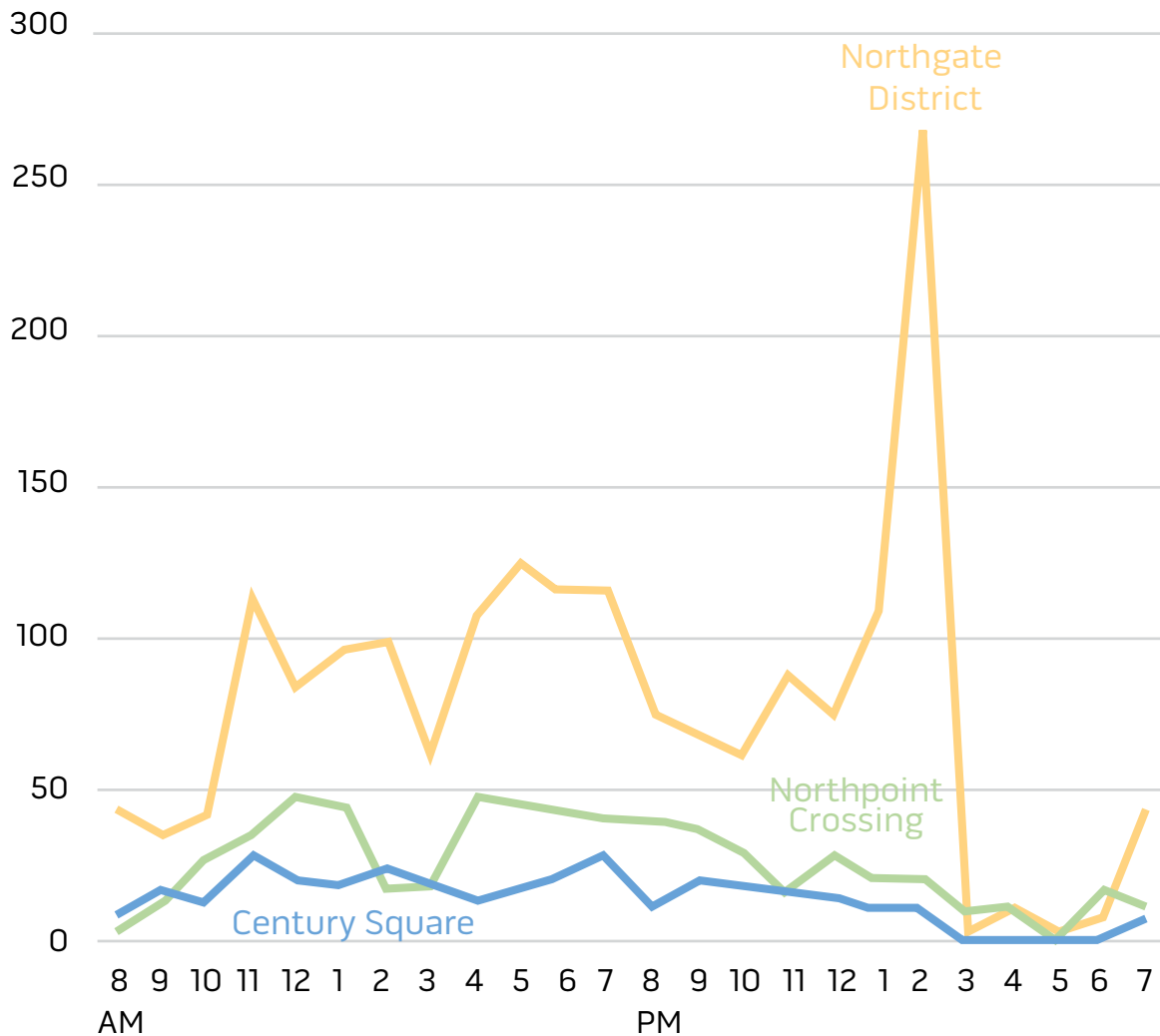


Figure 15. Number of crashes by hour of the day between 2015-2024; Source: TXDoT Crash Records Information System

Table F. Total crashes by sub area from 2015-2024; Source: TXDoT Crash Records Information System

	Northgate	Century Square	Northpoint Crossing
Total Crashes	1,874	353	642
% Daytime	67%	79%	80%
% Nighttime	33%	21%	20%
% Alcohol Related	12%	4%	8%

TOP 5 DAYTIME CONTRIBUTING FACTORS

	Northgate District		Century Square		NorthPoint Crossing	
1	26%	Failed to Control Speed	44%	Failed to Control Speed	45%	Failed to Control Speed
2	13%	Failed to Yield ROW – Turning Left	8%	Driver Inattention; Failed to Control Speed	6%	Unsafe Lane Change
3	6%	Failed to Yield ROW – Stop Sign	6%	Unsafe Lane Change	5%	None
4	4%	Driver Inattention; Failed to Yield ROW	5%	Driver Inattention	5%	Driver Inattention; Failed to Control Speed
5	4%	Disregard Stop Sign or Light	4%	Disregard Stop & Go Signal	4%	Failed to Yield ROW - Turning Left

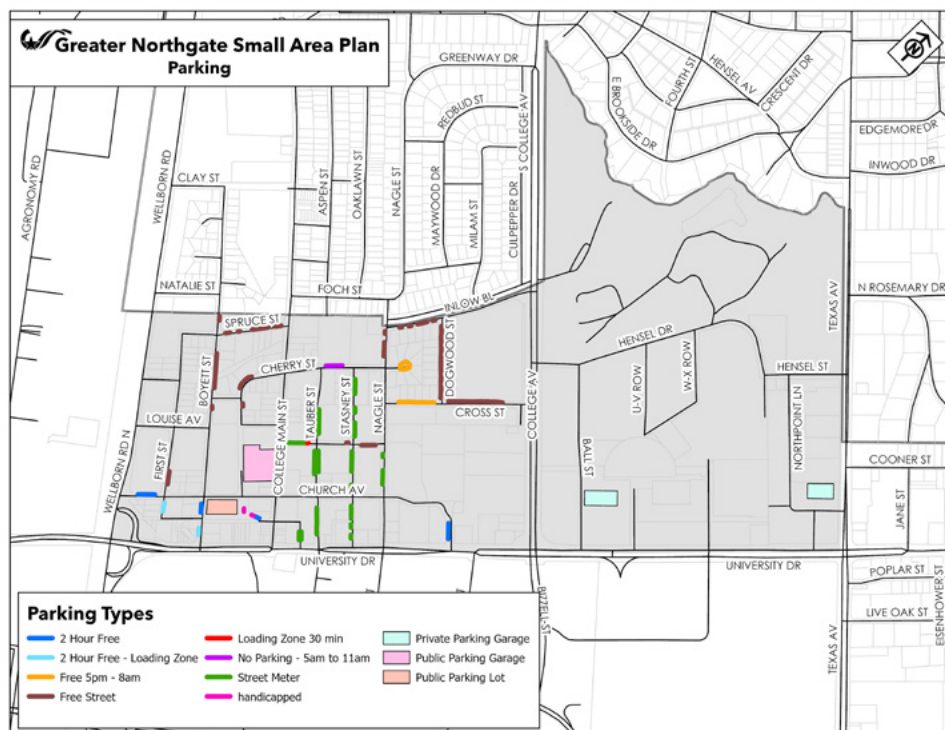
TOP 5 NIGHTTIME CONTRIBUTING FACTORS

	Northgate District		Century Square		NorthPoint Crossing	
1	13%	Failed to Control Speed	51%	Failed to Control Speed	16%	Failed to Control Speed
2	8%	Failed to Yield ROW – Turning Left	11%	Unsafe Lane Change	9%	Failed to Yield ROW – Turning Left; Unsafe Speed
3	8%	Failed to Control Speed – Had Been Drinking	10%	Distraction in Vehicle	9%	Failed to Control Speed; Under the Influence
4	7%	None	7%	None	6%	Disregard Stop Sign or Light
5	6%	Failed to Yield ROW – Stop Sign	4%	Failed to Yield ROW – Private Drive	5%	Failed to Yield ROW – Turning Left



Map 15. Greater Northgate fatality crashes between 2015-2024; Source: TXDOT Crash Records Information System

PARKING



Map 16. Greater Northgate parking by type, as of Jan. 2025; Source: City of College Station, Code Enforcement

Table G. Number of parking spaces by type, as of Jan. 2025; Source: City of College Station

Type of Parking	Number of Spaces
Parking Garage	719
Surface Lot	115
Street Parking	285

Table H. Number of parking violation by year from 2019-2024; Source: City of College Station, Code Enforcement

Number of Parking Violations	
2019	6,661
2020	4,390
2021	6,184
2022	5,293
2023	6,866
2024	7,385

Table I. Top 5 parking violations from 2017-2024; Source: City of College Station, Code Enforcement

Top 5 Parking Violations		
1	45%	Expired Meter
2	26%	Remote Pay Parking Violation
3	16%	Stopping/Standing in Prohibited Area
4	2%	Restricted No Parking
5	2%	Parking Facing Traffic

APPENDIX B:

SURVEY RESULTS

OVERVIEW

Community input was gathered through multiple channels, including both general and location-specific comments. General comments were collected using comment cards provided at the January project kickoff meeting and through a digital comment card available on the project webpage hosted on the City's website.

Location-specific input was collected through multiple methods, including an online map-based survey using ArcGIS Survey123 and a mapping exercise at the January project kickoff meeting. Additional input was gathered during the Northgate Walking Tour, where participants submitted photos and comments tied to specific locations via the survey site. Together, these methods captured site-specific ideas, concerns, and observations from community members both online and in-person.

GENERAL COMMENTS

Respondent Affiliation	Comment(s)
Stakeholder Committee Member, Northgate Business Owner, and College Station Resident	Firstly, I want to express a very sincere thank you to City staff/leadership for this opportunity of engagement. I can speak for my peers as well when I say that it is very appreciated and has fostered positivity. Secondly, our table worked with Heather and Laramie. Heather guided the exchange very well through keeping things on task and asking positive questions. Laramie was extremely supportive and helpful to both ourselves and to Heather. Laramie did a great job of rapid fire jotting down the hot button words/items. Thank you again for this engagement.
Councilmember , Stakeholder Committee Member, and College Station Resident	This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025. - DEFINE HISTORIC ENTERTAINMENT DISTRICT BOUNDARY - CITY DIRT LEASE ON LOT - BOUTIQUE HOTEL LOW - RESTAURANT IN HOTEL - CAFE ECCEL - POLICE SUBSTATION, OUTDOOR MUSIC, BIG SCREEN - PLAZA/GATHERING. LARGE. - TOP 12 TAMU TRADITIONS IN SCULPTURE - FACADE RENOVATION GRANT PROGRAM
Stakeholder Committee Member, Northgate Business Owner & Property Owner, and College Station Resident	This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025. Great opportunity, thanks to city participation in small groups; in the presence of council member.
Other	This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025. UNTIL LONG-TERM SOLUTION IS FOUND FOR UNIVERSITY DRIVE, CAN TXDOT EXAMINE THE TRAFFIC LIGHT TIMING FOR PEDESTRIAN CROSSINGS ON THUR, SAT, FRI NIGHTS. I.E. AT 0200 HRS, HEAVY TIMING PREFERENCE TO PEDESTRIAN CROSSINGS. DRUNK PEDESTRIANS ARE IN-PATIENT, AND TAKE GREATER RISK TO CROSS.

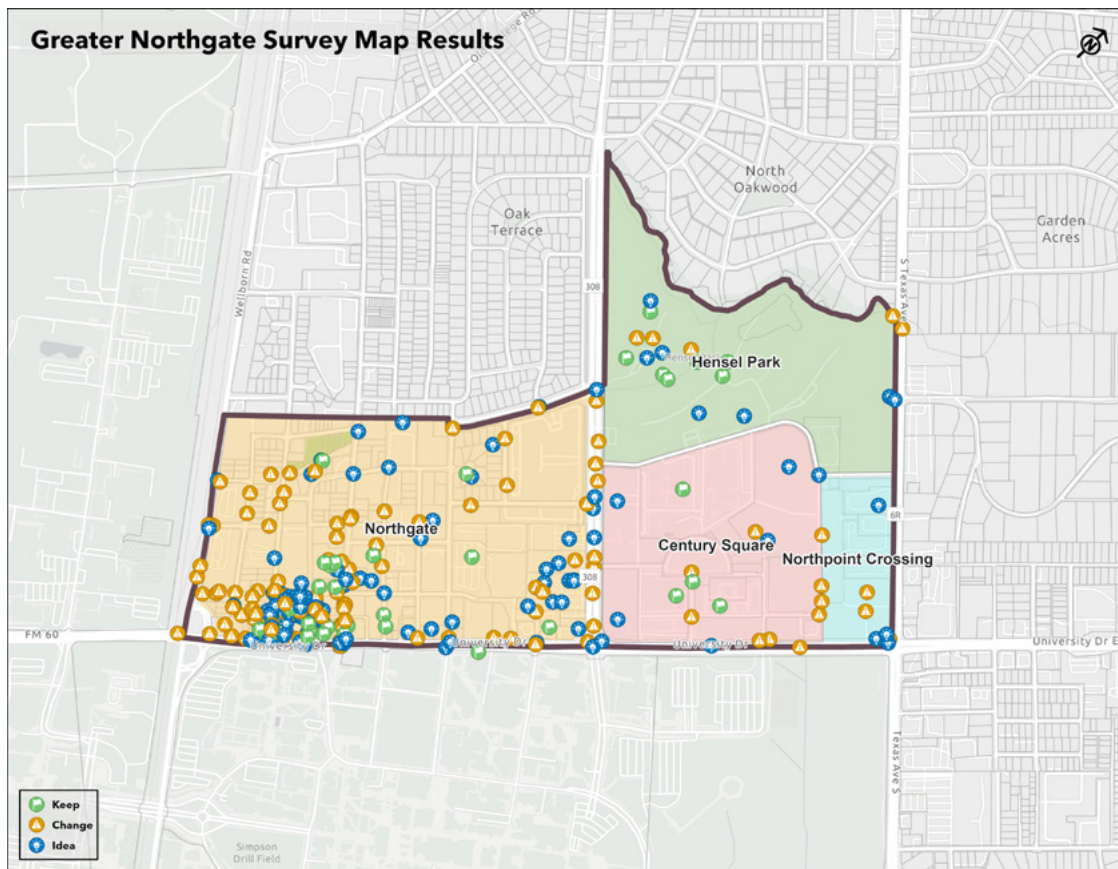
College Station Resident	This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025. I am opposed to the Houstonification of College Station. Being retired from TAMU I see unnecessary paid parking constraints after the 8AM-5PM window. Too many large buildings pop up. Related to that from around Northgate businesses near TAMU need whatever parking they can get. Personally, I live in Eastgate (from 1972) and do not appreciate “student hotels” that are supposedly family housing.
Stakeholder Committee Member, Northgate Business Owner, College Station Resident	This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025. Heather and Laramie were great and helped keep us on track. They pulled a lot of good ideas out of the group. Thanks for the opportunity to come together and think out loud.
College Station Resident	Hensel Park is an area of interest for me. It is a wonderful natural space and truly a gem. The Pavilion is an amazing architectural form developed as a project to test the use of concrete forms for the World Fair in New York in the 1960s. It would be nice to preserve that and add signage to let people know that about it. The park also needs working restrooms, water fountains, and better marked trails with a guide and possibly having for wheelchair access. Better lighting would also make it more inviting.
College Station Resident	For Hensel Park, rest rooms are needed. The pavilion is an historic structure that is used by many people and hope it will remain. The paths can get overgrown.
College Station Resident	Keep the Pavilion, add restrooms and lights. Please. Add the parking too.
College Station Resident	I would like to give some input about Hensel Park and the needed facilities there. I think city should keep the Pavilion since it’s architecture experiment that A&M students did. We also need to add some other things I would like to see in the park like restrooms, better trails, lighting, etc.

PUBLIC MAP SURVEY

Overview

Participants placed pins on a map to tag specific locations they felt should be preserved, changed, or evaluated for future improvements. They could select from “Keep,” “Change,” and “Idea” categories and leave notes on each location. A total of 277 comments were received and analyzed.

- Total Comments: 277
- Online Submissions: 162
- In-Person Submissions: 115



KEY THEMES IDENTIFIED

Theme	Frequency	Description
Pedestrian Safety & Crossings	118	Most prevalent concern, including calls for safer crossings, sidewalk upgrades, and traffic calming.
Parking & Circulation	52	Parking availability, garage navigation, and drop-off issues were frequently cited.
Lighting & Aesthetics	43	Respondents emphasized the need for improved nighttime lighting, better signage, and streetscape enhancements.
Land Use & Development	42	Respondents called for a mix of uses, better architectural design, and limits on high-rise density.
Public Space & Amenities	42	Suggestions included adding more parks, restrooms, seating, and pedestrian plazas.
Connectivity & Access	35	Gaps in east-west mobility and connectivity with campus were highlighted.

Many comments referred to more than one issue. Key overlaps included:

- Pedestrian Safety often co-occurred with Public Space & Amenities and Lighting.
- Land Use concerns were strongly tied to Aesthetics and Economic Development.
- Comments on Transit frequently overlapped with Connectivity and Parking.

These intersections indicate a strong desire for walkable, well-lit, multi-use environments that balance student life, historic character, and broader community needs.

MAP SURVEY COMMENTS

Date	Type	Comment
01/28/2025 21:01:52.152	Change	sidewalk to 10' to improve walkability
01/28/2025 21:06:27.654	Idea	Blind corner, dangerous spot to ask drivers to exit Northgate without a traffic light. Also can not handle high volume, but has become a defacto exit point
01/29/2025 00:45:31.202	Change	Dangerous/Inefficient Intersection. Possible roundabout? No left turn lane for south/east bound traffic is dangerous.
01/29/2025 00:46:51.983	Change	Paved pedestrian connections to Hensel, likely to come with future Century Square Development.
01/29/2025 00:47:55.397	Change	Maintenance of creek to prevent debris blocking and causing flooding.
01/29/2025 00:48:30.282	Idea	Road connection to South College
01/29/2025 00:49:49.032	Change	Unpaved, frequently used, pedestrian crossing from Northpoint Crossing into Century Square.
01/29/2025 00:51:01.912	Change	Sidewalk angles are difficult/dangerous for bikes and scooters to make turns. No bike lines on University forces use of sidewalk.
01/29/2025 00:52:03.985	Change	Same comment, as opposite side of street. Hard right angles of sidewalk difficult for scooters and bikes.
01/29/2025 00:52:45.977	Change	Medians could use attention/landscaping.
01/29/2025 00:55:31.700	Idea	Consider creating equivalent of "historic" preserved structure status for some of the older original building to maintain original character of Northgate proper along University Drive.
01/29/2025 01:02:55.919	Idea	Possible need for lower height landscaping in medians to improve site lines. Opportunity for native plantings and beautification of the S. College Corridor
01/29/2025 06:20:58.604	Change	MAKE CHURCH AVENUE ONE WAY (EASTBOUND) FROM WELLBORN ROAD TO AT LEAST TAUBER ST. WOULD ALLOW BETTER FLOW THROUGH THE DISTRICT AT BAR CLOSING TIME. WOULD ALSO ALLOW FOR POTENTIAL PICKUP/DROP OFF LANE WHILE ALLOWING TRAFFIC TO KEEP FLOWING THROUGH
01/29/2025 06:22:19.602	Change	Close this entrance to Chimy's - prevents wrong way drivers through drive way and into University Drive
01/29/2025 06:23:10.197	Change	Bars along University Drive's lines greatly obstruct walkways causing pedestrians to walk in street during busy nights.
01/29/2025 06:24:15.982	Idea	Add more public restrooms across district to provide opportunities for drunks to not urinate everywhere.
01/29/2025 06:31:33.269	Change	Better lighting in this area. General area is poorly lit creating unsafe environment at night.
01/29/2025 06:33:07.490	Idea	Make this space something similar to century square. Make first floors shopping/ retail, restaurants, entertainment based vendors. Use upstairs floors as a hotel and parking garage.
01/29/2025 06:34:09.701	Change	Area very poorly lit creating unsafe environment at night.

01/29/2025 06:35:40.838	Change	Road in very poor shape. Uneven and bumpy. Unsafe for pedestrians and vehicles to drive on.
01/29/2025 06:44:17.636	Idea	Several dirt/mud areas that are unable to grow due to lack of sunlight and foot traffic. Consider turf in poor sunlight areas.
01/29/2025 06:45:47.877	Change	Planter boxes around trees could be a pretty area but is currently neglected and abused by intoxicated individuals who play in them and throw up in them. Need to either remove the planter boxes or commit to upkeep of them.
01/29/2025 07:03:01.230	Idea	Covered walkway along the west side of Boyett Street. Residents of the Standard frequently throw beer bottles and food down on people walking to the bars or back.
01/29/2025 07:04:55.660	Change	Close Boyett Street from University Drive to Church Avenue, and make it a pedestrian or green space
01/29/2025 07:06:27.016	Change	Support TXDOT plans for reimaging pedestrian crossings along University Drive. Every day it is a game of frogger of pedestrian running across the road or drunks falling into the street.
01/29/2025 07:07:27.704	Change	Pedestrian Wall needed all the way from Chimmy's to Starbucks on University Drive.
01/29/2025 07:08:35.522	Idea	Pedestrian Wall at this location to prevent pedestrians spilling out into the street from the bars and to prevent the multiple cars that have driven up on to the sidewalk at this location because of intoxication
01/29/2025 07:10:10.394	Change	Reexamine the intersection of Church Ave and Wellborn Rd. Location is prone to accidents and traffic backing up, do to the blind downhill of Wellborn Rd. Traffic can also back up and block the nearby intersection
01/29/2025 07:11:49.487	Change	Traffic Light needed at this location or Maple Avenue. Heavy traffic exiting both of these locations on to heavy traffic Wellborn. Most vehicle are exiting to go south-bound on Wellborn
01/29/2025 07:13:16.699	Change	Medians needed on Wellborn Road in conjunction with new traffic lights for Maple and or Louise Avenue
01/29/2025 07:14:17.125	Change	Better lighting and pedestrian safety features for these two crosswalks
01/29/2025 07:16:50.974	Change	Better lighting throughout Northgate. Good portion of the current lights are out and other areas are completely unlit, making for an unsafe environment
01/29/2025 07:18:18.890	Change	Diversify entertainment in Northgate, like Century Square. If you do not drink, there is nothing to do at Northgate. Century square has music, golf, movie theater, food, etc.
01/29/2025 07:19:39.575	Change	Parking lot needs to go and be developed into something like century square; businesses, food, shopping on the bottom floor, living space high rise above
01/29/2025 07:21:15.876	Change	Safety needs to improve at Northgate. There is frequent fights, colorful language, racial slurs be yelled, urination, throwing up, its not a family friendly or Aggie friendly environment
01/29/2025 07:24:06.370	Change	Over road pedestrian crossing needed at Ireland and near Spence on University Drive
01/29/2025 07:28:08.484	Change	Extend the sidewalk and lighting down Boyett Street. The sidewalk just randomly ends and then forces you to walk in the street.

01/29/2025 07:30:30.641	Idea	Pedestrian crossing improvement for this area will be needed if the parking lot becomes a mid rise development. Need foot access to Century square
01/29/2025 07:33:29.505	Idea	City water access in the promenade to wash away all the vomit left on the sidewalks. Smells horrible walking by here after a Sat night and walking to church on Sunday
01/29/2025 07:34:12.211	Idea	Make this an open area food court/food truck/park area. Could have dining tables/picnic tables. Well lit area with trees and seasonal lighting where public events could be held outdoors.
01/29/2025 07:35:54.823	Change	More police in this area to prevent people from urinating and pooping on the side of the building or in between / behind the duplexes
01/29/2025 07:36:09.741	Change	Backs of the businesses are unsightly/trashy/disgusting. Require businesses to clean this up or better hide/manage their activities. Require businesses/bars to be presentable on both sides since public has open access to both sides.
01/29/2025 07:37:06.714	Idea	Require businesses/bars to maintain paint/facade in all areas visible to public to control overall beauty of the area.
01/29/2025 07:37:25.982	Idea	Make Church Avenue a one way street to help with congestion and heavy pedestrian egress at Boyett intersection
01/29/2025 07:39:40.229	Idea	Regardless of what is built here Fire/EMS and PD need an easy entrance/exit point to best serve the area in case of emergency. Specifically consider making spots/space where fire engines/ambulances can quickly pull in with no space/height restrictions.
01/29/2025 07:41:05.734	Idea	Buy more park space to expand this park. As it stands, there is not much to do at this park other than walk through it or sit at a bench
01/29/2025 07:44:06.822	Change	Better connectivity needed from Northpoint Crossing to Century Square
01/29/2025 07:44:08.888	Change	All bars should be prohibited from having loud outdoor music/concerts. Residents on campus across the street and living in the area often call in noise complaints due to disruption in their lives but are shirked off due to Northgate entertainment being seen as more important.
01/29/2025 07:45:07.398	Change	Better safety improvements and lighting needed at Hensel Park. Frequent crime in the area and a shooting several years ago
01/29/2025 07:46:49.425	Change	Better developed road through this development. Heavy traffic just winds randomly through the parking lot leading to accidents and near misses
01/29/2025 07:47:41.177	Idea	Hard to incentivize business/tourism in this area due to class of hotels in this area. The hotels in this area are the "cheapest" in town and prompt crime and lure those engaged in criminal activities to stay in this area.
01/29/2025 07:49:46.811	Change	This area needs to be "re-worked" from a traffic safety angle. Hensel/College and Cross/College with divided medians make it very hard to safely navigate area. Consider adding traffic lights?
01/29/2025 07:50:17.892	Change	Extremely narrow sidewalks on College Main, makes it hard to transverse. Poor lighting on College Main, foliage blocks out most of the overhead spaced out street lights. Bryan portion of College Main is better lit.
01/29/2025 07:51:09.575	Idea	Zebra crossing for pedestrians at this intersection
01/29/2025 07:51:36.178	Change	Very poor lighting in area causing safety issues.

01/29/2025 07:53:31.642	Idea	Improve pedestrian crossing and lighting in this area. Add zebra crossing
01/29/2025 07:54:51.845	Idea	More security cameras in this area. Numerous people park here as to drink at Northgate, walk back, get food, get in cars and leave. This leads to numerous assaults and other crimes in this general area.
01/29/2025 07:57:57.237	Idea	Whatever is decided in this area, let it have other forms of entertainment/commerce be included here. Not just businesses who sell alcohol.
01/29/2025 07:57:58.323	Change	Frequent fights behind Chimy's, makes for an unsafe environment
01/29/2025 07:58:47.759	Idea	Come up with a ride share pick up drop off area that it more efficient then how it currently is
01/29/2025 08:00:01.062	Change	Repair all of the broken/busted planter boxes. Bricks are missing everywhere and concrete tops are libel to fall off and land one people.
01/29/2025 08:01:19.130	Idea	Make this area an outdoor movie theatre/movie screen or even a playground. Use this space to truly make Northgate a family friendly space.
01/29/2025 08:03:07.039	Idea	Confer with CSPD on what is needed for the officers who serve this area to ensure any public safety needs/future facility needs are met for substation.
01/29/2025 08:05:49.474	Change	Pedestrian crossing issues on football game days. Pedestrian traffic coming from campus to Northgate. Extremely dangerous due to amount of pedestrians and vehicular traffic in same area. Consider things like sky bridges or underpasses?
01/29/2025 08:06:07.860	Change	Pedestrian crossing issues on football game days. Pedestrian traffic coming from campus to Northgate. Extremely dangerous due to amount of pedestrians and vehicular traffic in same area. Consider things like sky bridges or underpasses?
01/29/2025 08:06:44.110	Idea	Talk with FD and PD on building and emergency vehicle access issues
01/29/2025 08:09:02.913	Change	Pedestrian safety improvements needed, multiple deaths and injuries at this intersection over the past decade
01/29/2025 08:10:38.546	Change	Trash compactor used by bars and restaurants creates putrid smells. Hard to make people want to stay in area when putrid smells are rampant in area.
01/29/2025 08:11:49.182	Change	More prominent or different style zebra pedestrian crossings at this large intersection. Zebra Crossings here are frequently faded or worn out
01/29/2025 08:11:52.086	Idea	More sanitation services in this area. Vomit/urine everywhere after bar scene closes.
01/29/2025 08:12:58.082	Change	Some type of City gateway signage needed on Texas Avenue. All about branding.
01/29/2025 08:18:37.695	Idea	More pedestrian crossing safety features. Look at how 9th Street is designed in Holland, Michigan for Hope College. They implemented new traffic engineering designs
01/29/2025 15:16:24.998	Change	Grade separated crossing needs to be on the long term plan for University and S. College
01/29/2025 20:17:29.107	Change	Sidewalks along University in disrepair under the railroad tracks. Bad drainage, large cracks. Not pedestrian friendly.
01/29/2025 21:55:44.373		
01/30/2025 18:49:19.314	Idea	Please work with the owner/developer to encourage unique use on this piece of land. Perhaps it could be a multi-story hotel with a grocery store on ground floor to service the needs of the growing residential area.

01/30/2025 18:50:42.504	Idea	It would be great to have Oldham Goodwin develop on this and the parking lot property to create a more comprehensive plan for the area with public spaces and retail and residential. A local developer would also keep more money in CS.
01/30/2025 18:52:34.423	Idea	The city needs to sell this property and get out of the business of trying to play free market (hello, Macy's property). Many of the ideas proposed in the plans submitted (police substation, public space, restrooms, etc.) were good. However. Oldham Goodwin should have been the recommended developer given the plan for the other plot of land and just a more comprehensive idea.
01/30/2025 18:54:06.057	Change	This area is so trashy looking. There has to be city ordinance issues with many of the properties and the upkeep (or lack of). These two blocks need a better use.
01/30/2025 19:00:44.893	Change	Extend street to connect between Legacy Point and Century Square and connect into Hensel so that you can go all the way to and from Texas .
01/30/2025 19:02:05.688	Change	Decrease to one lane each way for a few blocks. Make ipedestrian friendly and more connected between Century Square and the future Legacy Point. It is currently disjointed and not walker friendly with the wide road.
01/30/2025 19:02:30.052	Idea	Encourage grocery store as part of whatever is developed here.
01/30/2025 21:58:52.013	Idea	Condem the back of this property to make a pedestrian path that connects northgate park to Inlow to Hensel park.
01/30/2025 22:00:11.818	Idea	Work with City of Bryan to Comine Inlow into 1 street, allowing for a separated pedestrian path the length of the current road.
01/30/2025 22:01:01.219	Idea	Extend Northgate park to 2nd street
01/30/2025 22:01:48.891	Change	Force the developer's to change to a less ugly facade covering the garage
01/31/2025 16:31:41.091	Idea	Work with UMC to redevelop their parking lot into retail with student housing above, using the Lutherans as a model.
01/31/2025 16:32:14.294	Idea	Work with St. Mary's to redevelop their parking lot into retail with student housing above, using the Lutherans as a model.
01/31/2025 16:34:29.180	Idea	Further encourage the redevelopment of properties that don't contribute to the historical Northgate character to take development pressure off the properties that do contribute.
01/31/2025 16:36:02.838	Idea	The concept for lowering University and capping it is incredible! The city should seize on this opportunity. Additionally, it creates much-needed park and recreation space (needed for both campus and Northgate as the population continues to rise).
02/01/2025 00:37:17.869	Idea	Place diagonal crosswalk striping here. It is already used this way and signal light timing already allows.
02/01/2025 00:41:07.756	Idea	This old ATM building is inaccessible and an eyesore. Possible Gateway marker to Northgate.
02/01/2025 00:44:02.578	Idea	Placing a substation in the center of the area will limit access by officers during peak traffic times. Put it slightly out of the center of the area, similar to where it is currently placed.
02/01/2025 00:50:24.722	Idea	Th emultiuse path does not connect to any pedestrian facilities on the west side of South College, limiting its use to the whole of western Northgate area.

02/01/2025 00:51:20.807	Idea	Mark diagonal crossings in intersection. It is already used this way and signal timing allows.
02/03/2025 06:11:03.093	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:11:13.231	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:11:27.100	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:11:34.083	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:12:16.177	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:12:25.200	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/04/2025 20:57:07.910	Change	Needs dedicated bike infrastructure for this intersection. Just in general university dr should lose a lane for a bike land between the Bizzell st intersection and the College main intersection. This would provide safety and most traffic is already turning at the lights which the bike lane would not interfere with. This would provide another mode of transportation between Northgate and Century Square.
02/04/2025 20:59:18.013	Idea	It would provide more value to develop parking lots into mixed use buildings with a focus on student housing and dining space.
02/04/2025 21:01:47.586	Idea	Needs a lot more safety features of non car users.
02/04/2025 21:03:42.468	Idea	This building looks so bad. Please develop this rotting carcass into something useful and not this terrible eyesore.
02/04/2025 21:05:48.894	Idea	Needs to be a lot friendlier for people to walk through. Currently the parking lot makes it dangerous to walk. Also it's just ugly when the front of these stores are so pretty.
02/05/2025 00:32:47.845	Change	Bring back Antonio's Pizza
02/05/2025 00:34:01.350	Idea	Grocery store
02/05/2025 00:36:19.053	Change	Need access and connection between north point and century square
02/05/2025 00:38:12.232	Idea	Art studio, yoga studio
02/05/2025 00:40:21.875	Idea	Mixed use hotel
02/05/2025 00:42:23.456	Idea	Two-three story mixed use row that compliments northgate aesthetic, with plaza between
02/05/2025 00:43:57.931	Change	More trees please
02/05/2025 00:46:57.957	Idea	Boost commercial by providing adult entertainment options , ex: clubs, dancers, adult stores, novelty stores.
02/05/2025 00:47:44.042	Idea	Coffee by day, bar by night
02/05/2025 00:49:07.303	Change	Work with TAMU to fix access issue. Prioritize tamu city relationship.
02/05/2025 00:50:37.725	Change	Make this roadway aesthetically pleasing

02/05/2025 00:52:24.989	Idea	Space for homeless shelter
02/06/2025 03:38:15.887	Keep	Keep the park but just maintain the landscaping by making this a public park for people to enjoy. The Hensel park trails are overgrown making it not as accessible.
02/08/2025 16:39:31.989	Idea	At this point, it seems like a physical impossibility to make the sidewalks along University Dr wide enough to be safe, as there simply isn't enough room between the front of the businesses and the street. Please look into the idea of lowering and capping University Dr, at least partially! It will be a huge aesthetic improvement as well.
02/08/2025 16:43:49.231	Idea	Generally speaking this area should be subject to a height restriction, so that the high rises aren't right up against the entertainment district. From Church Ave to Wellborn, First St to Stasney St, there should be a height restriction allowing for no more than 2-3 stories.
02/09/2025 00:14:45.194	Idea	Take parking away from NG entirely. Make it pedestrian or transit shuttle access only.
02/09/2025 05:52:44.126	Idea	Add a overpass pedestrian crossing, or an underpass
02/09/2025 05:57:20.497	Idea	Keep Northgate historic, and definitely save the historic buildings. A college town without an area like this loses its charm and uniqueness.
02/09/2025 18:38:31.459	Keep	The chicken is full of history and should stay!
02/09/2025 19:16:17.865	Change	Safety is a big concern, primarily at night, I was once watched by a man who stopped his car by a stop sign here who was waiting for me presumably to be out of view of other people. Safety particularly for women is not great.
02/09/2025 19:16:59.727	Change	Needs better lighting
02/09/2025 19:18:15.611	Change	Lack of lighting here, makes it unsafe to walk around late at night.
02/09/2025 19:18:43.360	Change	Walkway is uneven and unfinished in construction. Lack of lighting as well.
02/09/2025 19:20:35.362	Change	Unsafe walking for pedestrians as cars come in and out of parking structure quickly and at fast speeds
02/09/2025 19:21:51.138		
02/09/2025 19:21:51.138	Change	This and other cross walks with stop signs are difficult to cross as cars come and go from different directions, makes it dangerous to cross.
02/09/2025 19:25:55.673	Keep	I LOVE the wide sidewalk with plant life, its very pleasing!
02/09/2025 19:33:45.619	Idea	Northgate is pretty unsafe when it gets late, create a late night patrol program, where police or traffic safety offer to walk students home safely, Ive been targeted before and I would appreciate it heavily to have someone who can get me and others home safely. Have program be open to anyone, similar to 24-20A-111, where drunk or high individuals can be walked home safely without fear of arrest. This would prevent them from being targeted and lower chances of DUI's
02/09/2025 19:36:45.371	Change	need pedestrian walling to prevent pedestrians from falling into road late at night. sidewalks get very crowded on weekend nights and poses safety risk as many people are intoxicated.
02/10/2025 19:50:22.007	Keep	Northgate Park
02/10/2025 19:53:07.748	Idea	Grade separated crossing at Boyett

02/10/2025 19:53:37.006	Keep	keep some history
02/10/2025 19:54:12.417	Keep	churches
02/10/2025 19:54:52.066	Idea	Grade separated crossing at Nagle/Ireland
02/10/2025 19:56:12.894	Idea	Grade separated crossing at Spence
02/10/2025 19:56:51.229	Idea	ideal area for upzoning
02/10/2025 19:57:34.097	Idea	Aggie loop extension to the area, connect to campus
02/10/2025 19:58:18.100	Change	Address conflicts, vehicle/ped/bike on SUP 3.3 Idea
02/10/2025 19:58:30.877	Change	fix medinas, blind spots, site triangles, turn angles, turn visibility
02/10/2025 19:59:11.532	Keep	A&M students
02/10/2025 19:59:20.913	Keep	retail
02/10/2025 19:59:50.531	Keep	keep restaurants, hotels, and retail
02/10/2025 20:00:09.441	Idea	Grade separated crossing at Century Square
02/10/2025 20:00:51.922	Change	fix Inlow – get rid of North and South
02/10/2025 20:01:07.963	Change	safe access to Hensel Park
02/10/2025 20:01:17.213	Idea	grade separated crossing at South College Crossing
02/10/2025 20:01:25.860	Keep	Hensel Park
02/10/2025 20:01:37.030	Keep	Hensel Park
02/10/2025 20:01:46.836	Keep	Hensel Park stay natural with small amenity package
02/10/2025 20:02:22.381		I like that there is a densely forested area that feels secluded but still close to campus
02/11/2025 19:47:06.757	Change	Mobility/connectivity between Northgate and Century Square. Examples like electric vehicles, golf carts, pedi cabs, pedal bikes, shuttles, micro-mobility, trolley.
02/11/2025 19:47:29.473	Change	Mobility/connectivity between Northgate and Century Square. Examples like electric vehicles, golf carts, pedi cabs, pedal bikes, shuttles, micro-mobility, trolley.
02/11/2025 19:47:43.829	Idea	Hensel Park Green Belt and Trail
02/11/2025 19:47:55.638	Idea	Boutique Hotels
02/11/2025 19:48:23.417	Change	“Maroon Road” Patricia Street, Alumni Bricks Rename Patricia Street to Maroon Road, Make it a through street for fire and deliveries, lay with red bricks. Enable people to purchase bricks to contribute to cost.
02/11/2025 19:48:57.360	Idea	Beautification of promenade
02/11/2025 19:49:14.430	Idea	Pavillion / stage Example: smaller version of woodlands stage and pavilion
02/11/2025 19:49:35.631	Change	street lighting. Overall – wayfinding overhaul
02/11/2025 19:49:47.729		
02/11/2025 19:50:08.124	Change	parking at church
02/11/2025 19:50:25.562	Idea	Add on to city parking garage, build up, explore dynamic pricing and best practices
02/11/2025 19:50:59.290	Idea	Boutique Hotels

02/11/2025 19:51:07.469	Idea	Grocery store, strong desire for something like trader joes
02/11/2025 19:51:16.816	Idea	Electric Bus Hub
02/11/2025 19:51:33.381	Change	Mobility/connectivity between Northgate and Century Square. Examples like electric vehicles, golf carts, pedi cabs, pedal bikes, shuttles, micro-mobility, trolley.
02/11/2025 19:51:51.484	Idea	Hensel Park Green Belt and Trail
02/11/2025 20:05:26.694	Keep	campus theatre, backyard - fitz willies, lupot's bldg, sparks/corner bldg, Dixie Chicken
02/11/2025 20:05:46.786	Keep	Keep parking, maintain ~low-rise
02/11/2025 20:07:30.739	Change	bad quality, very expensive
02/11/2025 20:09:08.990		no comment found
02/11/2025 20:10:27.473	Change	Nobody uses it, underutilized
02/11/2025 20:11:03.827	Idea	Grocer @ Culpepper, protect certain types of businesses, restrict rent increase, outdoor venue/music/HEB
02/11/2025 20:16:31.624	Keep	Art Deco cinema (now covered in wood siding)
02/11/2025 20:18:23.979	Idea	Use bollards to direct different types of traffic at different times of day
02/11/2025 20:18:39.101	Change	Close boyett (pedestrian area to tamu)
02/11/2025 20:18:49.879	Keep	sense of "northgate row" of bars and shops
02/11/2025 20:19:07.709	Keep	historic churches
02/11/2025 20:19:27.796	Idea	Grocery store
02/11/2025 20:19:54.014	Change	Upgraded green space (bathrooms, fountains, could come from univ. development donation)
02/11/2025 20:27:01.504	Change	No more residential
02/11/2025 20:27:16.252	Idea	Appreciate naming a "Historic District"
02/11/2025 20:27:22.952	Idea	by Chimy's and Topsy Turle - light up and add photo ops or murals!
02/11/2025 20:27:37.294	Idea	Swim-up bar
02/11/2025 20:27:49.149	Idea	Change to dance hall and alumni center
02/11/2025 20:28:00.379	Idea	No shopping
02/11/2025 20:28:22.165	Keep	Preserve history [vibe]
02/11/2025 20:28:33.505	Change	keep or sell, but for something proactive including live music, food open late, in addition/only if housing or retail is present
02/11/2025 20:28:44.639	Idea	Would like to see a multi-story food hall with music, pool tables, outdoor seating and fireplaces and patio lighting—stays open late
02/11/2025 20:28:54.168	Idea	Would like to see an Aggie-themed wine bar - decorated as a library
02/11/2025 20:29:10.067	Idea	No high rise or residential building
02/11/2025 20:30:27.314	Change	Sell it, no strings [sell all City property]
02/11/2025 20:30:46.852	Change	Sell it, no strings [sell all City property]
02/11/2025 20:31:06.284	Change	Would like them to upgrade the houses, apartments and make this a safer area

02/11/2025 20:31:20.760	Change	Sell it, no strings [sell all City property]
02/11/2025 20:31:32.571	Change	Light up streets with sidewalks from residential area of NG with lights to Z Islander
02/11/2025 20:31:52.106	Idea	Buy property south of City of Bryan [North of Northgate] to develop
02/11/2025 20:32:06.912	Idea	More food options
02/11/2025 20:32:23.383	Idea	Work spaces for professionals OR grocery
02/11/2025 20:32:33.519	Change	Needed upgrade housing options
02/11/2025 20:32:51.266	Idea	Would like to see recreational (Schlitterbahn, zip lining, go karts), student-minded
02/11/2025 20:33:01.703	Change	Safe, walkable, lit sidewalks
02/11/2025 20:33:24.458	Idea	Waterpark for adults plus kiddie section (like The Cove). People come from all over but now a wristband is needed.
02/11/2025 20:33:34.243	Idea	Would like a safer, cleaner, brighter family park /cleaner more
02/11/2025 21:05:09.233	Keep	"northgate" vibe/feel, bottle cap alley
02/11/2025 21:05:30.129	Keep	old historic buildings
02/11/2025 21:05:49.743	Change	University dr, more pedestrian friendly, utilize parking in residential that isn't being used, height restrictions: keep high-rises 5 stories in entertainment district, high rise in century square
02/11/2025 21:06:28.911	Keep	preserving non-high-rise residentials
02/11/2025 21:06:54.623	Idea	opportunities for Hensel Park: trails, Aggie Park 2.0, concerts, hotels
02/11/2025 21:07:04.657	Keep	hensel park, only large open space
02/11/2025 21:07:15.027	Idea	open space/public space: festivals, venue, concerts
02/11/2025 21:07:31.376	Change	connectivity to northpoint crossing
02/11/2025 21:17:01.713	Keep	Boyett and University - historic buildings
02/11/2025 21:17:17.873	Idea	Pedestrian crossovers on university
02/11/2025 21:17:28.021	Change	Connectivity in from Wellborn (Louise/East-West)
02/11/2025 21:17:41.908	Idea	Public Plaza/ Square
02/11/2025 21:17:53.241	Keep	Patrica Promenade
02/11/2025 21:18:02.775	Keep	Boyett-College Main - historic buildings
02/11/2025 21:18:16.935	Keep	College Main- Lodge - historic buildings
02/11/2025 21:18:25.879	Change	Lighting on College Main/Patricia
02/11/2025 21:18:46.274	Keep	Rough Draught
02/11/2025 21:18:55.452	Keep	Church Row
02/11/2025 21:19:02.973	Keep	Parking Garage
02/11/2025 21:19:15.858		Pedestrian corss-walk at A&M Methodist and Church St.
02/11/2025 21:19:44.303	Change	Better connectivity/entrance to city park
02/11/2025 21:19:58.913	Change	Thoroughfare to College from Church
02/11/2025 21:20:17.784	Change	Nagle connectivity & lighting

02/12/2025 14:46:31.185	Idea	Wellborn road access – stop signs should be changed, hard to see over the hill
02/12/2025 14:47:19.015		
02/12/2025 14:47:43.157	Idea	Closure of streets to vehicular traffic
02/12/2025 14:47:55.792	Keep	Northgate entertainment area
02/12/2025 14:48:17.415	Change	Develop plaza for entertainment
02/12/2025 14:48:29.874	Change	Diversification of businesses – make it an actual entertainment district & spread the bars out
02/12/2025 14:48:58.827	Idea	Closure of streets to vehicular traffic
02/12/2025 14:49:21.585	Keep	Aggieland Credit Union
02/12/2025 14:49:39.213	Idea	Lighting in all areas
02/12/2025 14:49:49.643	Keep	Northgate parking garage
02/12/2025 14:50:17.316	Keep	supporting churches in Northgate
02/12/2025 14:50:32.170	Change	Change College Ave it's the gateway to the City from Bryan but does not look good – change the look & feel
02/12/2025 14:51:00.471	Keep	Diversity of uses in Century Square
02/12/2025 14:51:18.145	Keep	Preserve Hensel Park
02/18/2025 16:13:41.117	Idea	Need a Northgate Area large/medium grocery store that is walking distance for everyone living in the area.
02/20/2025 02:38:37.798	Change	The clock has not worked in 12 years or more. It is a nice feature, but only if it works.
03/06/2025 02:16:33.146	Change	Make more prominent and aesthetically designed as well as functional
03/18/2025 14:04:11.272	Change	Patricia St needs to be made one way traffic to not get clogged up with traffic from rideshare pickup and drop offs. Should be no exit from onto Boyett and no entrance on 1st St.
03/18/2025 14:09:02.178	Change	Median should be extended at Louise Ave to prevent illegal U-turns on Wellborn
04/15/2025 21:05:35.302	Idea	Place a sign that indicates "No Passenger Pick-Up/Drop-off at this location during Friday 7PM - Saturday 3 AM and Saturday 7PM - Sunday 3AM".
04/15/2025 21:13:48.676	Change	Please for the love of any god, fill in these potholes on 1st behind Chimy's! I feel like I'm mountain biking in my car on this patch of road every time I drive for Uber.
04/15/2025 21:15:31.651	Change	Please add new/better lighting fixtures. This area is too dark for pedestrians and drivers at night.
04/15/2025 21:22:42.204	Idea	I think properly installed and legal U-turn lane at this intersection would be helpful. It would be more helpful than the medians have ever been.
04/15/2025 21:29:48.830	Idea	Add a child's playground. Many people bring their children to Century Square, but only have a patch of turf to run around on. Having a designated playground with Open and Closed hours (so no drunks from Northgate stumble in) would help keep children entertained and occupied and less stress on families. Benches and picnic areas can be added as well.
04/15/2025 21:33:00.312	Idea	A grocery store/ small H-E-B would be very helpful.

04/15/2025 21:34:47.371	Change	Blind corner, has had high traffic due to local construction, and would be better off by adding a traffic light.
04/16/2025 01:23:10.620	Idea	This is a great opportunity to make this a statement piece in the heart of north gate. If it's a high rise- make it beautiful and user friendly to everyone. Include some unique mixed-use on first floors that you'd only get here.
04/16/2025 03:01:45.995	Idea	Potential area for higher end multi-family or high rise hotel. Public access to rooftop bar/resturant would gather a lot of support from the public. Best views of Aggieland!
04/16/2025 14:00:28.467	Idea	Invest in a park and a series of pocket parks, nooks. Connect it to other nodes. Create a landmark that is a an abundantly shaded native species rich zone.
04/16/2025 17:53:00.372	Keep	Preserve Hensel Park, do not add any commercial infrastructure
04/16/2025 17:56:30.369	Change	Make more intersections 4-way stops, too many cars have come close to hitting pedestrians.
04/16/2025 17:57:40.197	Keep	Keep the restaurants that already exist here, they are very popular. But adding a small grocery store in the open area would be a good idea.
04/16/2025 20:07:55.310	Change	Make No Parking signs on this street No Park, Stop, Stand. This street is always jam packed with cars parking to pick up & drop off people & food items. Always causes vehicle flow issues.
04/16/2025 20:09:54.317	Idea	Block off Boyett Str the same way that College Main is blocked off in front of the bars.
04/16/2025 20:15:04.514	Change	These bars cater to a criminal element. They absolutely need to be redeveloped into something safer and better for the community.
04/16/2025 20:18:46.159	Change	Northgate has no value during the day. At night the city loses more that it makes in tax revenue. Area needs to be repurposed to something like century square. Nightclub only needs to end.
04/16/2025 21:53:13.909	Keep	Keep the parking garage.
04/17/2025 03:31:16.443	Change	Numerous pot holes along this entire street.
04/19/2025 21:53:45.364	Change	Block off Boyett Street 24/7.
04/21/2025 05:38:34.947	Idea	Add a protected right-turn overlap phase for the westbound right turn, running concurrently with the southbound left turn.
04/21/2025 05:43:07.942	Idea	Get rid of this unneeded stop sign and/or build the Hensel connection to Rosemary as shown on the thoroughfare plan map.

NORTHGATE WALKING TOUR MAP SURVEY

OVERVIEW

Participants used their cellphones to take photos while walking along one of two designated routes in the Northgate District. Using the Survey123 app, they tagged each photo with GPS coordinates and uploaded it along with a comment. In total, 132 photos and comments were submitted and analyzed.

KEY THEMES IDENTIFIED

Theme	Frequency	Description
Transportation, Mobility, & Pedestrian Safety	65	Multitude of photos of the pedestrian wall and strong desire to see this wall extended further down University Drive. Calls for safer crossings, sidewalk upgrades, and deconflicting multimodal uses, particularly separating bikes & scooters from pedestrians.
Character & Placemaking	29	Photos of building that demonstrate Northgate's character and historic identity. Appreciation for public gathering spaces with a call to enhance features such as archways, signage, and iconic places.
Maintenance & Beautification	11	Support for investment and rehab of public facilities and landscaping at the Patricia Street Promenade and areas around the City-owned parking garage.
Parking	9	Call for increased parking signage, to include an upgrade to digital signage at the City-owned garage. Suggested improvements for bike parking.
Landscaping & Natural Environment	8	Support for urban street trees, raised planters, and turf grass in certain locations
Land Use	5	Concern about "wasted space" of underutilized commercial properties and crowding of more high-rise structures
Other	5	Space concerns for emergency services, "ugly" building facade, and staff kudos as "Best tour guides!!!"

MAP SURVEY COMMENTS

#	Comment	Longitude	Latitude
3	Great public space	0	0
4	These trees are a nice amenity. Just Gerri g large enough now would hate to lose them.	-96.3471914	30.61764322
5	Do not see good lighting	-96.21833871	30.53016431
6	Missing pedestrian or bike improvement	-96.34711182	30.61754947
7	Wasted space	0	0
8	Remove passenger vehicle access and make pedestrian/micromobility boulevard with bus and delivery access.	-96.34701601	30.61749208
9	Sidewalk needs to be expanded	-96.24152813	30.50030827
10	Public safety improvement	0	0
11	Drunk people near traffic	0	0

12	No sidewalk	0	0
13	Consider a marked/dedicated sidewalk, park lane.	0	0
14	Scary	-96.24063921	30.48731233
15	Non-protected sidewalk	0	0
16	Narrow sidewalk with fast traffic	-96.23314751	30.5170457
17	Narrow sidewalk	0	0
18	Widen boulevard and add road barrier or pedestrian at-grade area.	-96.34657957	30.61770587
19	Northgate's character	0	0
20	Maintenance needed on some promenade structures.	-96.34679886	30.61828244
21	Height may be problematic for rescuers in the event of a catastrophic accident.	0	0
22	This stretch of University Drive is not safe for pedestrians. The adjacent wall barrier feels much safer and may be a solution.	0	0
23	Wall is good	0	0
24	Great protection from traffic	0	0
25	An icon. Bottle cap Alley.	0	0
26	Need pedestrian safety considerations. Wider sidewalk maybe a wall.	-96.346384	30.617956
27	Better	0	0
28	Good that road was changed to public space. Better for bike ped.	-96.34749959	30.61895921
29	The Chicken is the most iconic bar / site on Northgate. It's an exemplary showcase of Northgate's character.	0	0
30	The only mid block connection	0	0
31	Three generations of my family worked here	0	0
32	Bottle cap alley. Consider better lighting. Signage for city protection against dangers etc possibly.	0	0
33	Street parking on busy street and small sidewalk is not good	-96.23299952	30.51397398
34	Looks unsafe like an afterthought	0	0
35	We probably should not build another 19 story facility at this location as it would certainly impede the view. Possibly we could just spill a separate parking center. However, if the Parkin center doesn't make enough money, we could turn this part of the community and moderate and College Student Parking and study area and some snack bars.	-96.20083169	30.65682222
36	This is a better example of a more appropriate boulevard, but bigger would be nicer. The improved the feeling of safety. Would Backyard allow a public easement to provide room for wider path?	-96.34584912	30.6181938
37	Take that space on the side	-96.23334911	30.51667662
38	Safety Issue. Stop line striping at intersections is needed throughout the blocks north of University Drive.	-96.23127615	30.51370437
39	Nice	0	0

40	Ugly and unfinished looking.	-96.34809087	30.61988949
41	Can these be placed all the way down	-96.23241868	30.51451871
42	Safe pedestrian crossing. Provides plenty of time for crossing and wide area to accommodate large crowd.	0	0
43	These maps are not very easy to use. Hard to locate yourself and specific places.	-96.34828143	30.62007158
44	Parking and increased traffic with more residents	0	0
45	Safety Issue. Narrow sidewalk along University Drive is a safety issue at all times of the week given the speeds of vehicles in this stretch. Needs additional barricade and reduced speed limit.	0	0
46	Can something be done about this. Safety	-96.23356693	30.51519911
47	Loading area. Would rather have sidewalk.	0	0
48	Like these trees in raised boxes. Helps keep sidewalk clear for use by people.	-96.34791079	30.62028134
49	Sidewalk?	0	0
50	Tripping hazard of downspouts.	-96.345349	30.618809
51	Remove on-street parking for boulevard improvements. Loading could be rerouted, or make the path parkable for loading during off-peak.	-96.33361879	30.60351101
52	What do we do with spaces like this? Connections are possibility for walk and ride.	-96.34721572	30.61998361
53	Uneven surfaces on lots of walking surfaces.	0	0
54	Closer to ideal width, but would recommend raising any awnings. This could allow for deliveries in off-peak.	-96.34481363	30.61920898
55	Curious about parking and emergency evacuation	-96.23299952	30.51397398
56	Parking signage needed at perimeter of NG not only up close like this. Give people good directional signage.	-96.3469624	30.61977123
57	Parking signs should be located a little further from the garage. Corner of church and college main and corner Louis and college main. Would be great w digital info on how many spaces available and rates	-96.34722744	30.61994556
58	Nice wide sidewalk	0	0
59	Bench should be put in line with trees and light posts to not impede the sidewalk	-96.23262002	30.51488305
60	Covered parking for bikes is helpful.	-96.34683303	30.61971687
61	Grass would be nice here. Or turf so it's more in line with surroundings	-96.34660978	30.62007258
62	No bike or scooter lanes.	0	0
63	Mature trees should be kept whenever possible.	-96.34666995	30.61940664
64	Love these boxes and the fact they are set back NOT in the middle of the pathway.	0	0
65	Another lost space that could connect.	-96.34635847	30.61901594
66	Trolley or Ride share stop	0	0
67	Would be nice to have some updates here in the pavilion.	-96.34664044	30.61826856
68	Pink Street Dominican Republic possibility	0	0

69	Disappointing these businesses are not abiding by the transparency rules. Several on both sides of this bike ped mall ignore transparency.	-96.34611558	30.61872005
70	Change bike rack location/orientations.	0	0
71	Busy	0	0
72	Adds a lot of character for the walkway. Good for pedestrians during the day and night. Lighting is good at night -	-96.34586072	30.61864677
73	We need more of this! Great transparency and an option for food not only drink.	-96.34580706	30.61858485
74	Students travel this street in bulk. Can a barrier be placed to protect and divide the traffic from the sidewalk	-96.23217118	30.51451081
75	Dedicated bike lanes are great	-96.34564985	30.61679985
76	Move bike rack from pedestrian path	-96.23324245	30.51408903
77	How is the lighting here in the alley	-96.23255384	30.5142548
78	Will the wall ever be extended to the end of university and college Main ?	-96.34562258	30.61827162
79	Sidewalk connectivity	-96.23299952	30.51397398
80	Dangerous still for peds.	-96.34561859	30.61818635
81	City should encourage small out parcels to assemble with larger projects during planning & acquisition phase of large projects.	-96.33598612	30.61530602
82	Pedestrian improvement	0	0
83	Preserving this? How do we do it? We should do it.	-96.34601137	30.61819552
84	Improved destination like pink Street Instagramable backdrops	0	0
85	Love bottle cap ally. Would love to see more caps -and sign on this side as well	0	0
86	Important feature. Should we do more to interpret it?	-96.34617118	30.61786679
87	Impeding the sidewalks	-96.23299952	30.51397398
88	Dangerous	-96.34589508	30.61780365
89	Help Assistance Station	-96.2326431	30.51361391
90	Train or trolley track possibility	0	0
91	Several of the tree wells need to be widened	0	0
92	This picture could be a good representation of a development of a property in Northgate Small Area Plan.	-96.34430434	30.61967447
93	Other potential path for train or trolley path	0	0
94	Ugly	0	0
95	A couple of trees missing	0	0
96	No sidewalk	0	0
97	Need improvement or revitalization	0	0
98	Nice but narrow	0	0

99	Consider digital to be more dynamic and conspicuous	0	0
100	Do more of these protected sidewalks!	0	0
101	Nice plaza	0	0
102	Very dangerous pedestrian transition.	0	0
103	This could be an additional location in Northgate where tourists and locals would go to as "landmark".	0	0
104	Transit service. Nice bus.	0	0
105	Best tour guides!!!	0	0
106	Consider one-way pair SB for vehicles that pair with Tauber NB one-way. This will provide improved pedestrian/micromobility access, and still allow parking at Texas A&M. Texas A&M should close campus access to non-campus vehicles at New St. This will reduce pass through traffic while still providing access to parking and drop off and pickup while encouraging a mode shift. This also allows more area for a grade separation for pedestrians/micromobility should one be pursued.	-96.34685731	30.6181277
107	Consider places to create pedestrian and micromobility only boulevard to reduce needs on adjacent streets like this street that is not critical to vehicle traffic.	-96.34694538	30.61798454
108	Safety and ease of use. New side walks needed along College Main in front of parking garage. And durable landscaping.	-96.34719419	30.61816567
109	Move furniture to the edge of the ROW if not on the adjacent property and only place trees in green space and move to awnings for shade. This will reduce maintenance while increasing walking space for a minimal cost and potentially avoid reducing parking.	-96.34693016	30.61808701
110	Good bike lanes on Nagle. Need sidewalk on East side.	0	0
111	Sidewalk stops and need more signage on other places for parking.	0	0
112	Vibrant and communal area	0	0
113	Existing area that is highly utilized and should be handled extremely cautiously	0	0
114	Rethinking and revitalizing needed	0	0
115	Attention or demolition needed	0	0
116	A better way than the oversized planters in promenade	0	0
117	Opportunity for "little Italy" style lighting for function, safety and aesthetic	0	0
118	Although I neglected to take a better pic, the promenade style area between the garage and North 12 complex is ripe for events, farmer market etc. It needs some TLC, but has good bones with an urban "between buildings" feel	0	0
119	Improved cross walk. Flashing lights on the sign would help people understand that they are supposed to stop for pedestrians. There are a hundred babies and toddlers and preschoolers that cross here twice a day.	0	0
120	These arch elements are really cool.	0	0
121	The provisions delivery system needs to be fixed. Staff were correct.	0	0

122	Statues capturing Aggie traditions and telling the Aggie story are incredibly powerful. When people visit they pose an opportunity to tell the Aggie story. Lots of traditions. A statue for the top 12 along a walking tour?	0	0
123	Apparently people get group photos under this all the time. Everyone agreed.	0	0
124	Really nice area, but the dumpsters ruined it.	0	0
125	Need more artificial turf all over the place. Obviously we are not maintaining the grounds. Pretty embarrassing in places. Sorry to say. Just calling it straight. This is a private development pic as an example of what works down here. Apparently this housing development is highly sought after by not students, but young urban pros. They don't understand why there's not more.	0	0
126	Young urban pros love this place and want more like it. Highly sought after.	0	0
127	City parking garage is incredible asset. Just too expensive I'm told. Replacement cost today astronomical. Great structure. Artificial turf over these beds. They are embarrassing. Sorry just calling it straight. Park benches too would transform this space.	0	0
128	Beds in front of city parking garage are atrocious. Need artificial turf and park benches and call it a day. Vast improvement for little money, relatively. Respectfully Yancy '95	0	0
129	These arches are really nice. I'd deploy them everywhere.	0	0
130	College Main promenade is a really cool space. Traversed heavily. Strange it hasn't been developed. Niche small grocery store location or food court? Weird it's stuck in stasis here. Why?	0	0
131	This works, albeit none too delicate. Without this it's flat unsafe. Found myself surprised and relieved there haven't been more vehicle pedestrian accidents while walking it. Traffic whizzing by at speed.	0	0
132	This is actually a really cool space with little investment, relatively. Maintenance on these is terrible. Sends wrong message.	0	0
133	Need a sidewalk here	0	0
134	This is actually a nice gathering space, but it's not been maintained. Column bases are rusted out, tree planter boxes have broken masonry as tree roots have shifted their bases. We really send a message by not maintaining this area. The message is we don't care all that much about this public space. I realize we are trying to determine what's next and so why spend the money- but it looks like no real effort has been put into it for years.	0	0

APPENDIX C:

PLANNING CHARRETTE WORKSHOP

OVERVIEW

On April 15, 2025, the Stakeholder Committee Meeting brought together approximately 30 participants for a collaborative, charrette-style exercise focused on developing planning concepts for the Northgate Entertainment District. The group included 18 members of the Northgate Stakeholder Committee, along with 12 Texas A&M students who attended for class credit. Participants were divided into six groups, each facilitated by a city staff member. Three of the groups were composed entirely of committee members and two consisted of university students.

CHARRETTE INSTRUCTIONS

The workshop consisted of two activities. Each group received a set of instructions to guide them in creating maps that reflected their planning priorities for historic preservation, neighborhood character, height restrictions, and visual corridors.

Activity 1: Preserve Northgate's Character

Color Codes:

- Green: Preservation areas
- Blue: Important landmarks or icons
- Purple: Public art/events or character-defining features

Instructions:

1. Define Character Preservation - When we talk about "Northgate character" or "historic preservation," what does that mean to you?
2. Draw or shade the area(s) on the map that you believe should be preserved for their unique character or historical/cultural significance.
3. Use sticky notes or write directly on the map to answer the following questions:
 - a. Which buildings or locations are iconic or historically significant to you?
 - b. What features, styles, or materials define "Northgate character" (e.g., signage, brickwork, neon, awnings)?
 - c. What is something in Northgate you hope never changes, and why?
 - d. What kinds of public art, traditions, or events feel authentically Northgate?
 - e. Are there any businesses, developments, or styles that feel out of place?

Activity 2: Managing Building Height and Visual Corridors

Color Codes:

- Red: Height-restricted zones
- Orange: Visual corridors or protected views
- Brown: Land Uses
- Black: Streets and Sidewalks

Instructions:

1. Define Why: What are we protecting by managing building height?
2. On the same map, draw boundaries around areas where you feel building height should be limited.
3. Annotate the map with your height preferences (e.g. 3 stories max here).
4. Identify and mark any visual corridors or viewsheds you think should be protected.
5. Mark on the map areas where the following land uses should (or should not) be allowed:
 - i. Residential
 - ii. Commercial
 - iii. Mixed-Use
 - iv. Green spaces/Community spaces
6. Identify and mark existing streets & sidewalks that should be converted to a different use or traffic pattern. Identify closed streets that should be re-opened.

GROUP CHARRETTE RESULTS

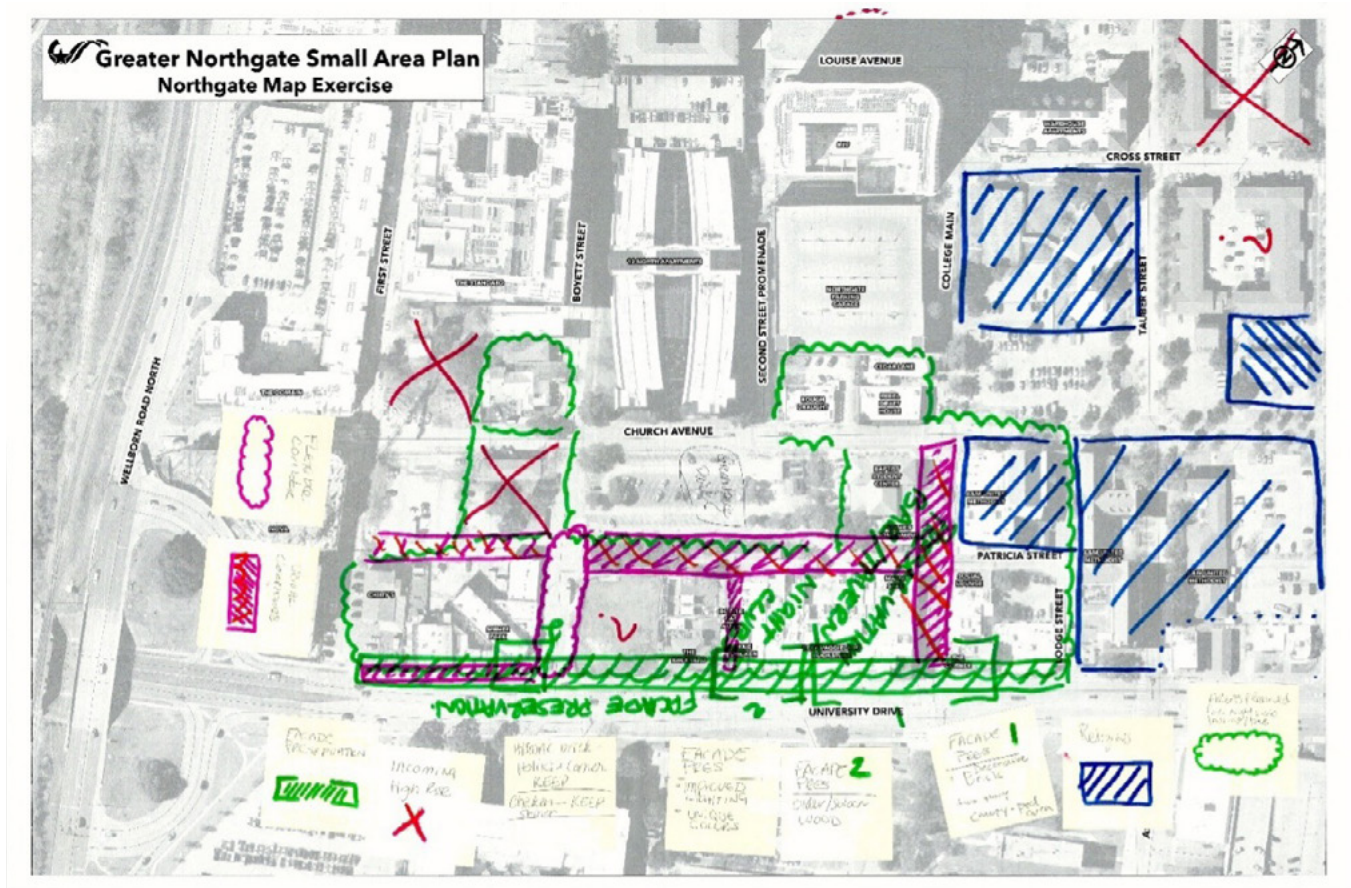


Figure 1. Group 1, Stakeholder Committee Members

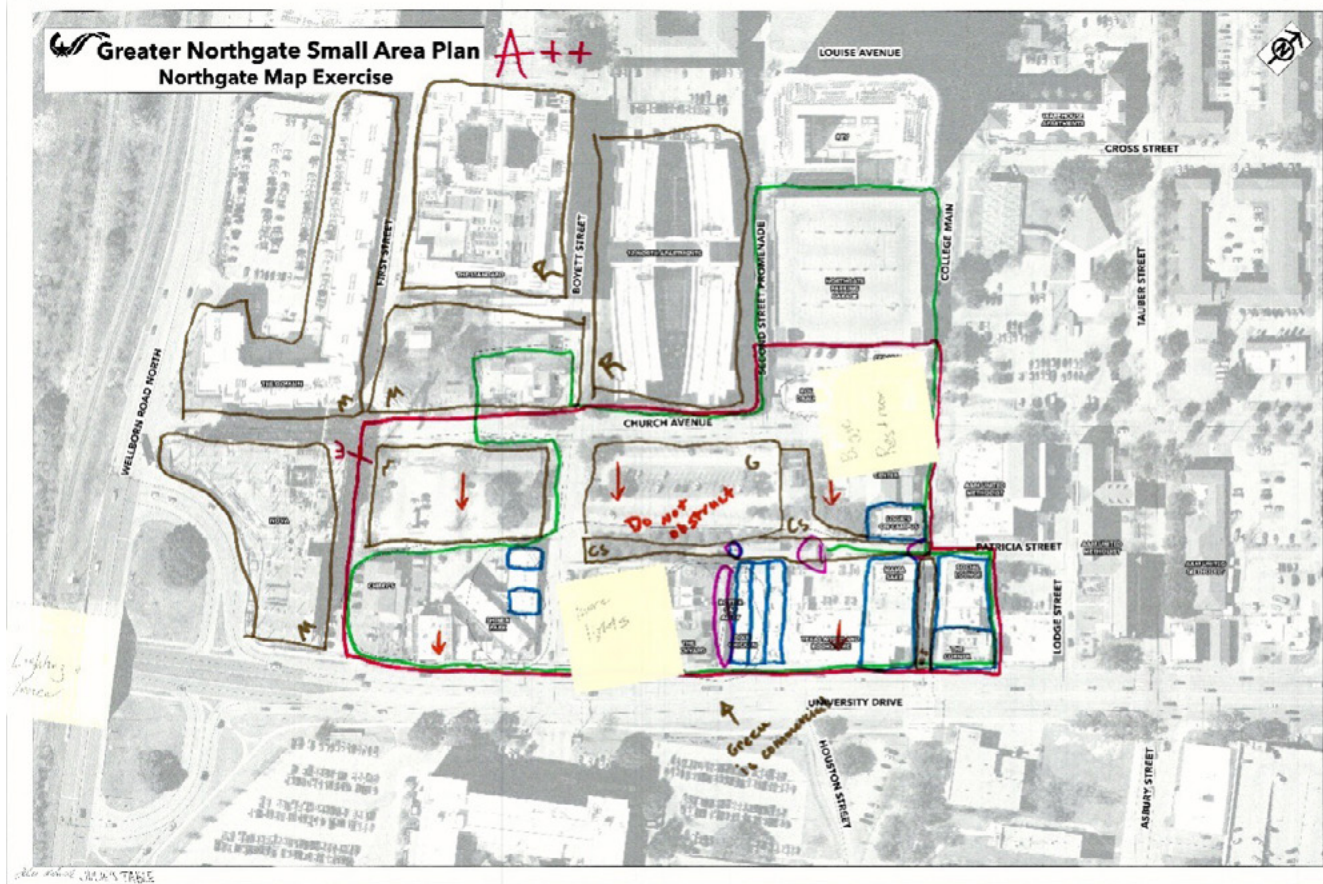


Figure 2. Group 2, Texas A&M University Students

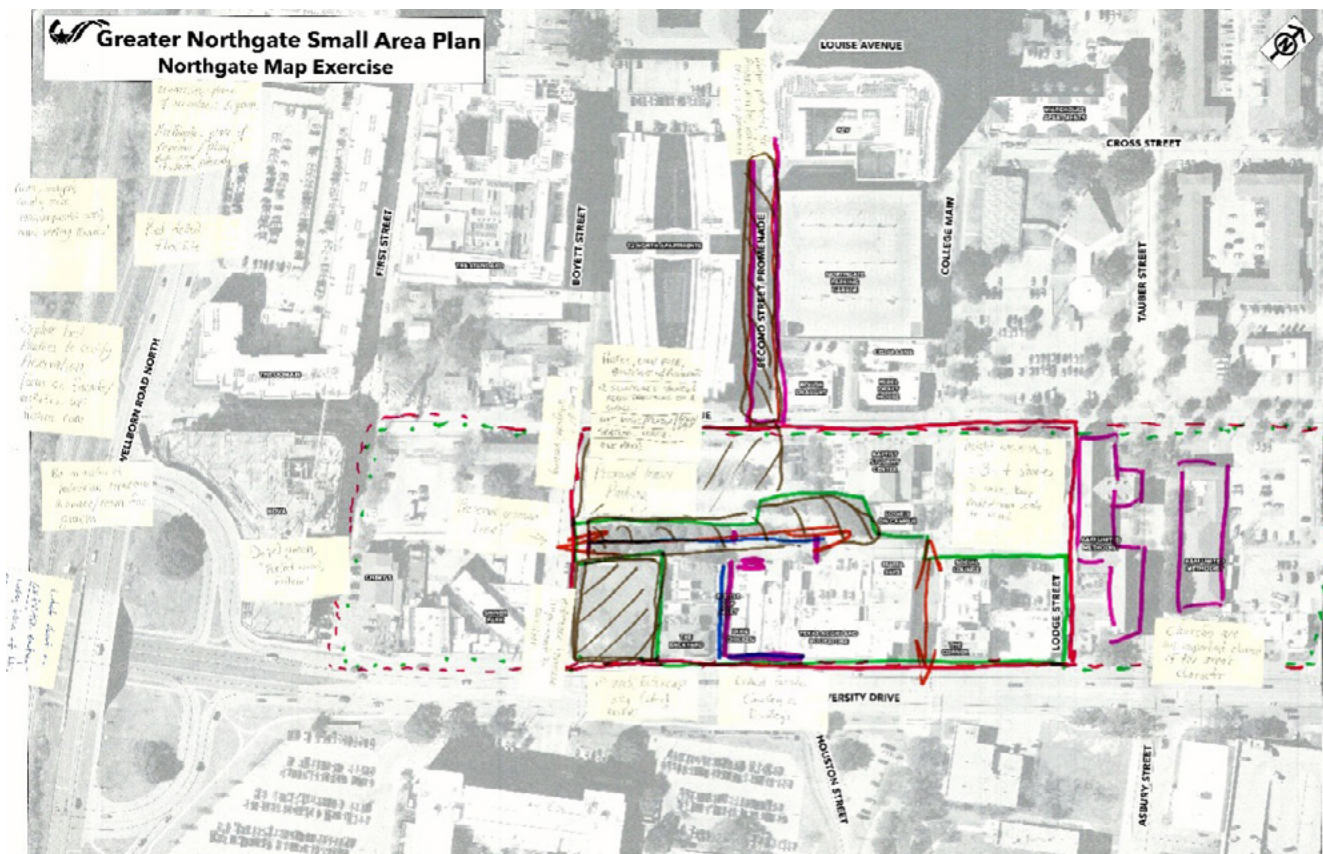


Figure 3. Group 3, Stakeholder Committee Members

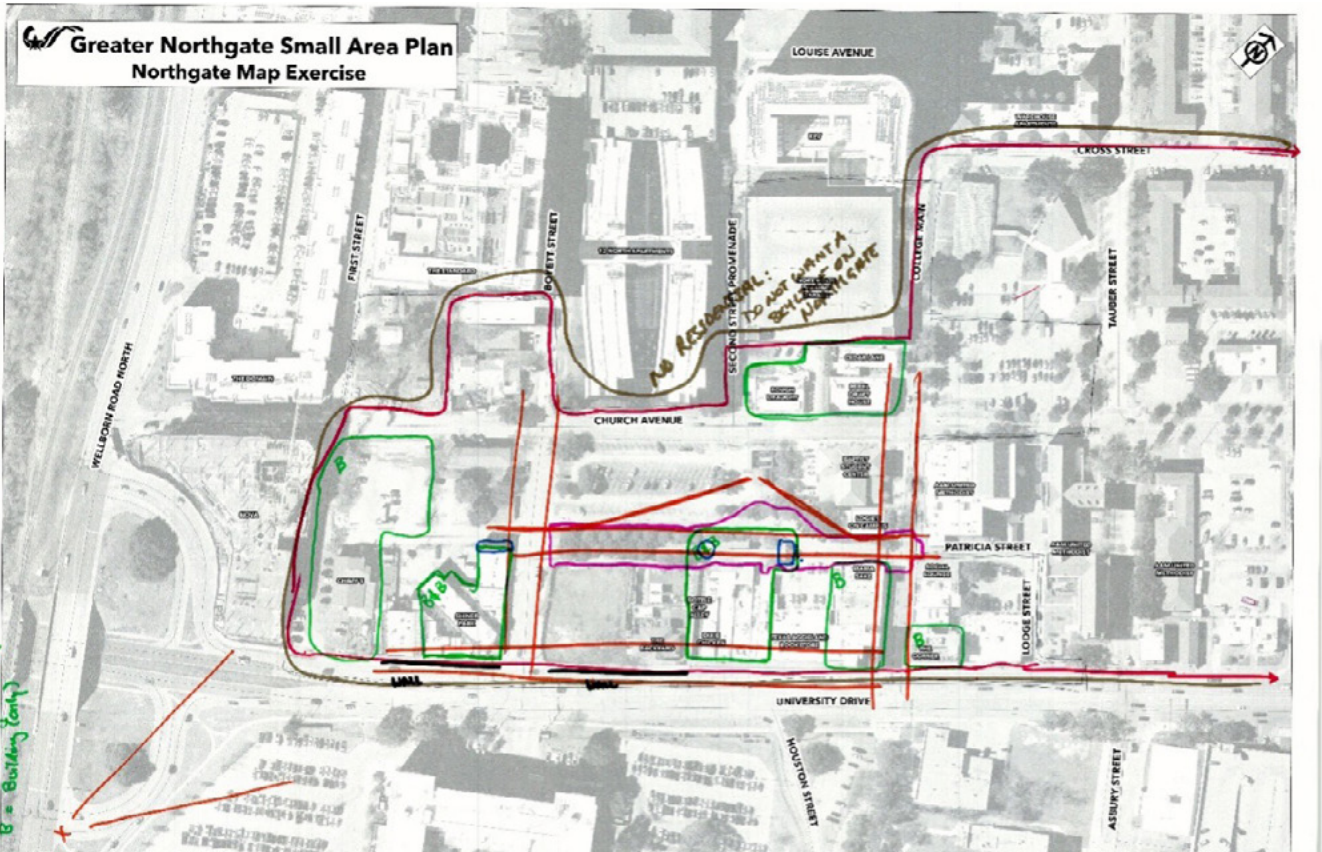


Figure 4. Group 4, Texas A&M University Students

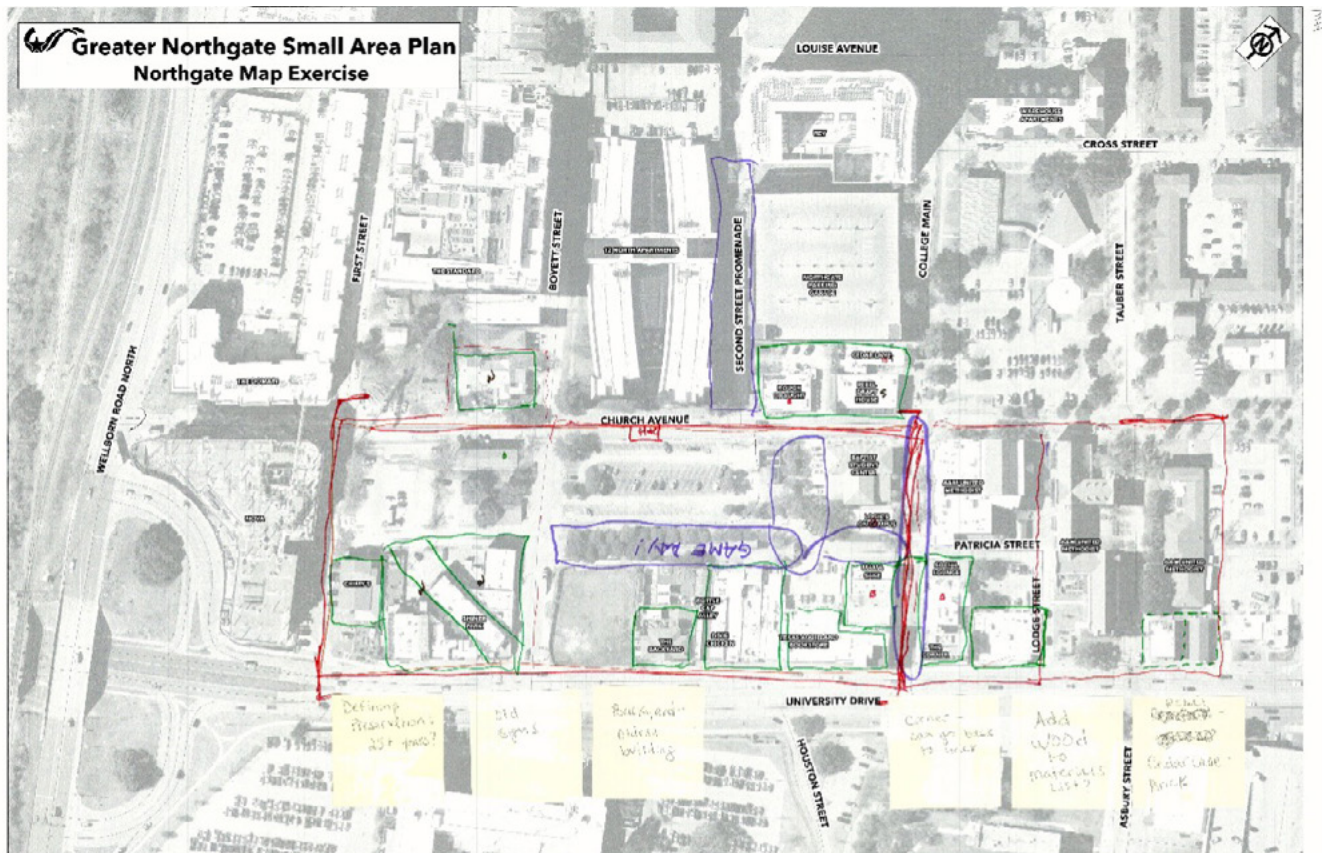


Figure 5. Group 5, Stakeholder Committee Members

July 10, 2025
Item No. 9.1.
Brazos Valley TDC, LLC Development Agreement

Sponsor: Jennifer Prochazka, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding a Development Agreement with Brazos Valley TDC, LLC for 49.5 acres located on the east side of Arrington Road in the City's extraterritorial jurisdiction.

Relationship to Strategic Goals:

Core Infrastructure and Services

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

Summary: The proposed development is for approximately 49.5 acres of land in the ETJ off of Arrington Road. It will be developed as a single-family residential neighborhood with lots under 1-acre, rural character roads, rural trails, modified City subdivision standards, City wastewater service, and private parkland. Before approval of the preliminary plan the landowners will petition the City for voluntary annexation as part of the agreement.

Budget & Financial Summary: N/A

Attachments:

1. Aerial Photo
2. BV TDC Dev Agreement - signed



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DEVELOPMENT AGREEMENT PURSUANT TO TEXAS LOCAL GOVERNMENT
CODE CHAPTER 43, SUBCHAPTER C-3 &
TEXAS LOCAL GOVERNMENT CODE § 212.172**

THIS DEVELOPMENT AGREEMENT ("Agreement") is between the **City of College Station, Texas**, a Texas home rule municipal corporation located Brazos County, Texas ("City"), and **Brazos Valley TDC, LLC**, a Texas limited liability company ("Owner"), collectively the "Parties". By the signatures below, the Owner warrants and represents that there are no other owners of any portion of the Property and no other third parties holding an interest.

WHEREAS, the Owner owns approximately 49.5 acres of land as described in Exhibit "A" (the "Property"), located in Brazos County, TX. The Property is in the City's extraterritorial jurisdiction (the "ETJ") and is not presently contiguous to the City; and

WHEREAS, this Agreement is pursuant to and is a development agreement under Texas Local Government Code § 212.172 ("Development Agreement") subject to the development procedures, terms, conditions and limitations in this Agreement including that the City shall provide the Property with wastewater service and other City services listed below; and

WHEREAS, the proposed development is a single-family residential neighborhood with lots under 1-acre, rural character roads, rural trails, modified City subdivision standards, wastewater service, and private parkland (the "Development"); and

WHEREAS, in consideration of the City providing the Property wastewater service and other City services, the Owner will petition the City to annex the Property, with General Suburban (GS) for Phase I and Restricted Suburban (RS) for Phase II, pursuant to Texas Local Government Code Chapter 43, Subchapter C-3, "Annexation of Area on Request of Owners"; and

WHEREAS, this Agreement is pursuant to Texas Local Government Code Chapter 43, Subchapter C-3, and considered a petition for voluntary annexation, and upon the City' request, the Owner shall execute all applications and documentation required by Texas law to petition for annexation; and

WHEREAS, pursuant to the petition for voluntary annexation under Texas Local Government Code Chapter 43, Subchapter C-3 the City will according to Texas Local Government Code § 43.1056 "Annexation of Contiguous or Connecting Rights-of-Way" notice Brazos County to annex the portion of Arrington Road to make the Property contiguous to the City as shown in Exhibit "A", which the Owners support by evidence of this Agreement; and

WHEREAS, this Agreement runs with the land and is binding upon the City and the Owner and Owner's respective successors and assigns for the term of this Agreement, as defined below; and

WHEREAS, this Agreement after execution will be recorded in the Official Public Records of Brazos County, TX; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

1. Identification of the Property. The Property is approximately 49.5 acres of land owned by the Owner generally located in the 2200 Block of Arrington Road in Brazos County, Texas, more particularly described in **Exhibit "A"**.

2. Development. The Property will be developed to include single-family lots at a density consistent with the attached development plan in **Exhibit "C"**. Building setbacks, lot sizes, and densities in Phase I will meet the minimum dimensional standards of the GS General Suburban Zoning District in the City's Unified Development Ordinance "UDO" and other applicable City Ordinances at the time this Agreement is executed. Building setbacks, lot sizes, and densities in Phase II will meet the minimum dimensional standards of the RS Restricted Suburban Zoning District in the City's Unified Development Ordinance "UDO" and other applicable City Ordinances at the time this Agreement is executed. Changes of more than 10% of any numerical standard or lot count shown on the site plan in layout requires a written amendment to this Development Agreement.

3. Annexation Agreement. This Agreement is an agreement to petition for voluntary annexation of the Property with the Owner's consent according to Texas Local Government Code Chapter 43, Subchapter C-3. The Parties intend the Property will be annexed into the City pursuant to Texas Local Government Code Chapter 43, Subchapter C-3 and will be contiguous when the City annexes a portion of Arrington Road pursuant to Texas Local Government Code § 43.1056. The Property will be annexed as General Suburban (GS) for Phase I and Restricted Suburban (RS) for Phase II. The formal Petition and Consent for Annexation is attached as **Exhibit "B"**. The Owner shall execute all applications and documentation required by Texas law and City Ordinance related to annexation. The City, pursuant to Texas Local Government Code § 212.172(b-1) provided the Owner with written disclosures as shown in **Exhibit "D"**.

4. Annexation Petition Consideration. The City Council will consider the formal Petition and Consent for Annexation, which will include a General Suburban zoning (GS) for Phase I and Restricted Suburban zoning (RS) for Phase II, after execution of the Development Agreement and submittal of the Preliminary Plan application, but before approval of the Preliminary Plan.

5. City Services. The Property will receive City police, fire, emergency medical, and solid waste collection services on the effective date of annexation.

6. Zoning. Concurrent and as part of the annexation petition the Owner shall submit an application to the City to zone the Property to General Suburban (GS) for Phase I and Restricted Suburban (RS) for Phase II. The Property is being developed pursuant to the development plan shown in **Exhibit "C"**. The City Council will consider the annexation and the General Suburban (GS) for Phase I and Restricted Suburban (RS) for Phase II zoning of the Property at the same meeting as part of the same ordinance. The Owner acknowledges that while the requested annexation and zoning are supported by City Staff, this Agreement does not in any way guarantee a legislative act by the City Council. The annexation and zoning ordinance will be contained in one ordinance for approval by the City Council. If the ordinance is not approved the Property is not annexed nor rezoned.

7. Development Codes. The Development's subdivision design must follow current City Ordinances, including the Unified Development Ordinance for General Requirements and Minimum Standards of Design for Subdivisions within the City and any other applicable City Ordinances including all City adopted technical building codes, unless expressly stated in the Agreement. All drainage, water, wastewater, and transportation infrastructure must be designed and constructed in accordance with the current BCS Unified Design Guidelines, unless expressly stated in this Agreement.

a. Drainage and floodplain regulation. Floodplain on the Property is currently unstudied. These reaches should be studied, and all floodplain elevations shown, as is required by the current BCS Unified Design Guidelines. The City will review the subdivision drainage and floodplain reports.

b. Streets. The Developer reserves the right to construct all streets in accordance with rural street standards, including materials, engineering specifications, construction methods, and inspections. If gated, the streets will be owned and maintained by private HOA and shall be constructed meeting all minimum City standards for rural streets. If the streets are privately owned and maintained, the Developer will create such a mechanism as a component of the homeowners' association, following the standards outlined in the Unified Development Ordinance for Owners Associations and Private Streets. In addition, the HOA will be established prior to any lot sale and a maintenance fund will be established by Developer.

c. Sidewalks. If gated, standard sidewalks will not be required within the subdivision. In lieu of sidewalks, a natural trail to connect the greenspaces will be provided and maintained by the HOA on one side of the road.

8. Permitting and Fees. All City development processes, reviews, meetings, necessary staff and legislative approvals, and required permits will be obtained and followed by the Owner. All applicable permit and application fees will be paid to the City. The Preliminary Plan and Final Plat approval is required and will follow the Development Agreement standards, unless as expressly stated in this Agreement. All development standards not specifically defined will follow the GS General Suburban and RS Restricted Suburban Zoning District City Ordinances and the Unified Development Ordinance.

9. Utilities.

a. Wastewater Service. The Property will not receive wastewater service on the effective date of annexation; however, the City will allocate Living Unit Equivalents ("LUEs") for the Development as outlined in Exhibit "C". Wastewater service will be provided by the City when the Property develops into the Development and after the Development's sanitary sewer lines are inspected by the City and accepted to be connected to the City's wastewater system and after the PUC approves the City to serve the Property. The City will make an application to the Texas Public Utility Commission (PUC) to acquire the Certificate of Convenience and Necessity (CCN) to serve the Property with wastewater service before the Property is developed to ensure service will be permitted by the PUC. The Owner shall assist and support the City's application to the PUC and shall timely file all necessary documentation to show Owner's consent to the City acquiring the CCN for the Property. The Owner shall execute all agreements or documents for wastewater service as required by the City or PUC.

b. Water and Electric Service. The Property is not located in the City's CCN for water or electric utility service. The Owner has presented the Development to Wellborn Special Utility District's and Bryan Texas Utilities that currently maintain the CCN for water and electric utility service. Both entities agreed in writing to provide their utility services to the Development as shown in Exhibit "E".

10. Impact Fees. The Property is outside the City's 2021 Water and Wastewater Impact Fee Update Study as referenced in the UDO.

- a. Wastewater.** In lieu of the Owner paying wastewater impact fees, residents of Development will pay a sewer rate of 1.5 times the current in-City rate, to offset the Development's impact to the City's wastewater system.
- b. Roadway.** In lieu of roadway impact fees, the fee will be assessed equivalent to the City's Roadway Impact fee for the closest zone at the time the Development's plat is filed and will be collected at the time of building permit.
- c. Water.** The Development is in Wellborn Special Utility District's service area for water and will be subject to the SUD's impact fee in place at the time of Development.

11. Connectivity

a. Streets. Development street layout will be consistent with Exhibit "C". The Development must provide a primary subdivision entrance from Arrington Road and an emergency exit into Nantucket Subdivision from Tucker Nuck Road. When the property adjacent to the Development at the southeastern property corner develops, a full connection must be made into the Development. Any additional improvements necessary for the full connection shall be the responsibility of the Owner. If the Development has public streets, full public access must be provided through the Development.

b. Additional Connections. The Property is adjacent to the Nantucket neighborhood along its North and East property lines limiting opportunities for connection. The properties located along the southern boundary are developed as large acre homesteads

limiting opportunity for connection. No additional connections will be required with the Development.

c. Sidewalks. If the Development is gated with private streets the City's standard sidewalks are not required. In lieu of sidewalks if the Development is gated with private streets or with public streets, Developer shall provide a natural trail, only on one side of the road, to connect the greenspaces provided, operated, and maintained by the HOA.

12. Parkland Development. The Owner is dedicating green space and private parkland to the HOA as shown in **Exhibit "C"**. The private parkland area may include multiple pocket parks, fishing ponds, and pickle ball courts which will be privately owned, operated and maintained by the HOA. The public parkland dedication fees must meet the requirements of the UDO, which allows up to twenty-five (25%) percent of the total fee in lieu and park development fee to be eligible for reimbursement if the Owner provides private parkland or amenities in the Development. Therefore, if the parkland is constructed as shown in **"Exhibit C"** parkland fees are set at seventy-five (75%) percent.

13. Agreement is a Covenant Running with the Land. This Agreement shall be recorded in the Official Public Records of Brazos County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City unless terminated as provide herein. This Agreement may not be revised or amended without the written consent of both parties and then recorded.

14. Term. The Agreement term is for twenty (20) years and may be renewed by the Parties with mutual written consent. This Agreement automatically terminates without notice if a complete application for the Preliminary Plan has not been filed within two (2) years from the Agreement Effective Date. The time to file a complete application for Preliminary Plan may be extended by the Parties with mutual written consent. Upon termination, City and Owner agree to execute and file a release to remove this Agreement from the Official Public Records of Brazos County, TX.

15. Assignment. This Agreement and all rights and obligations contained herein may be assigned by the Owner, with the City's written consent, which shall not be unreasonably withheld, provided that the Development is completed in accordance with the Approved Preliminary Plan. This Agreement is binding upon any successors and assigns.

16. Notice of Sale. Before the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee, shall provide a copy of such disclosure to the City and shall give written notice of the sale or conveyance to the City.

17. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be hand delivered or by certified U.S. mail return receipt. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities.

City of College Station
Attn: Jennifer Prochazka
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
jprochazka@cstx.gov

Brazos Valley TDC, LLC, Owner
Attn: Stephen Hollas and Glenn
Hudson
3007 Earl Rudder FWY S STE 100
College Station, TX 77845
stephen@hollaslaw.com
glennbcsrealestate@gmail.com

18. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Owner and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a written instrument approved and executed by the parties.

19. Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' mutual agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

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

21. Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

22. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers and is subject to the proper application of the doctrine of governmental immunity.

23. Captions. Captions and headings used in this Agreement are for reference purposes

only and shall not be deemed a part of this Agreement.

24. Amendment of Agreement. This Agreement cannot be modified or amended without the Parties' written consent.

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

26. Effective Date. The Effective Date of this Agreement is the date the City Council approves the Agreement.

List of Exhibits:

"A" – Identification of Property

"B" – Annexation Petition

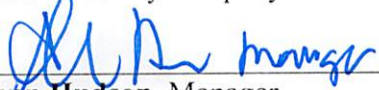
"C" – Development Plan

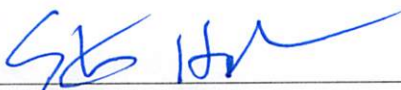
"D" – Written Disclosures

"E" – Written Authorization from other Utilities

OWNER:

BRAZOS VALLEY TDC, LLC,
a Texas limited liability company

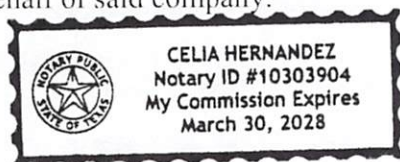
By:  Date: 7/3/25
Glenn Hudson, Manager

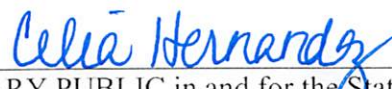
By:  Date: 7/3/25
Stephen Hollas, Manager

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

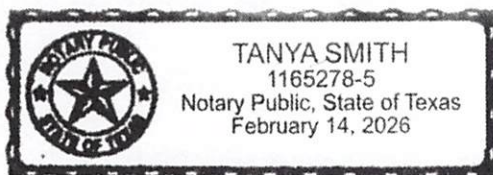
ACKNOWLEDGMENT

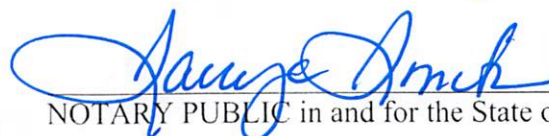
This instrument was acknowledged before me on the 3rd day of July, 2025, by **Glenn Hudson, Manager of Brazos Valley TDC, LLC**, a Texas limited liability company, on behalf of said company.

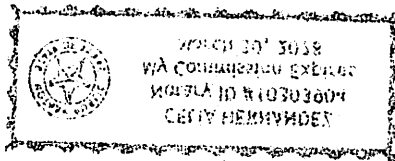
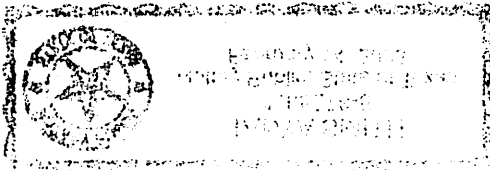



NOTARY PUBLIC in and for the State of Texas

This instrument was acknowledged before me on the 3rd day of July, 2025, by **Stephen Hollas, Manager of Brazos Valley TDC, LLC**, a Texas limited liability company, on behalf of said company.




NOTARY PUBLIC in and for the State of Texas



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

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Assistant City Manager/CFO

Date: 7-2-25

City Attorney

Date: 7-3-25

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2025,
by **John P. Nichols**, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home
Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

EXHIBIT "A"

IDENTIFICATION OF PROPERTY

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE SAMUEL W. ROBERTSON LEAGUE, ABSTRACT NO. 202, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A CALLED 100 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO MARY ARRINGTON AND CLYDE ARRINGTON RECORDED IN VOLUME 68, PAGE 78 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND (N:10182108.370, E:3579127.414) ON THE EAST LINE OF ARRINGTON ROAD MARKING THE NORTHWEST CORNER OF A CALLED 10.00 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO EVELYN VELMA ARRINGTON RECORDED IN VOLUME 400, PAGE 544 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 10.00 ACRE TRACT AND SAID 100 ACRE TRACT BEARS: S 02° 58' 12" E FOR A DISTANCE OF 716.07 FEET (DEED CALL: S 01° 13' 34" E - 716.47 FEET, 400/544). 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 CS94-137 (N:10185974.86, E:3574741.19) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 04° 20' 06" W THROUGH ARRINGTON ROAD FOR A DISTANCE OF 711.93 FEET (DEED CALL BEARING: N 00° 00' 00" W, 68/78) TO A POINT MARKING THE NORTHWEST CORNER OF SAID 100 ACRE TRACT. FOR REFERENCE, THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-137 BEARS: N 53° 55' 22" W FOR A DISTANCE OF 5360.40 FEET;

THENCE: N 88° 08' 13" E ALONG THE NORTH LINE OF SAID 100 ACRE TRACT, AT 42.60 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF LOT 1, BLOCK 7, NANTUCKET PHASE TWO ACCORDING TO THE PLAT RECORDED IN VOLUME 752, PAGE 119 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE SOUTHWEST LINE OF SAID BLOCK 7 FOR A TOTAL DISTANCE OF 3018.52 FEET (PLAT CALL: N 89° 43' 53" E - 3019.63 FEET, 752/119) (DEED CALL: N 90° 00' 00" E - 3027.78 FEET, 68/78) TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 100 ACRE TRACT AND THE SOUTHWEST CORNER OF LOT 20 OF SAID BLOCK 7;

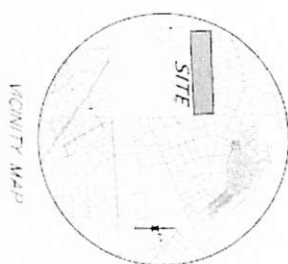
THENCE: S 04° 00' 59" E ALONG THE SOUTHWEST LINE OF SAID BLOCK 7, AT 219.57 FEET PASS A 1/2 INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 717.56 FEET (PLAT CALL BEARING: S 02° 25' 11" E, 752/119) TO A 1/2 INCH IRON PIPE FOUND BENT AT THE END OF TUCKER NUCK (STREET) MARKING THE NORTHEAST CORNER OF A CALLED 9.82 ACRE TRACT OF LAND

AS DESCRIBED BY A DEED TO ASHTON TODD MATTHEWS AND WIFE, SALLY MOORE MATTHEWS RECORDED IN VOLUME 4318, PAGE 255 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 88° 14' 49" W, AT 2372.62 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT (400/544), CONTINUE ON FOR A TOTAL DISTANCE OF 3014.79 FEET (CALCULATED DEED CALL: S 90° 00' 00" W - 3014.74 FEET) TO THE POINT OF BEGINNING CONTAINING 49.455 ACRES OF LAND, MORE OR LESS.

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE.

Preliminary Plan
 4.00'



Item	Description	Quantity	Unit
1	Excavation	100	cu yd
2	Backfill	100	cu yd
3	Gravel	100	cu yd
4	Asphalt	100	sq yd
5	Concrete	100	cu yd
6	Rebar	100	lb
7	Formwork	100	sq ft
8	Paint	100	gal
9	Landscaping	100	sq ft
10	Lighting	100	sq ft
11	Security	100	sq ft
12	Fire	100	sq ft
13	Police	100	sq ft
14	Fire	100	sq ft
15	Police	100	sq ft
16	Fire	100	sq ft
17	Police	100	sq ft
18	Fire	100	sq ft
19	Police	100	sq ft
20	Fire	100	sq ft

NOT FOR RECORD
 PRELIMINARY PLAN
 XXX
 XX
 XX

EXHIBIT "B"
ANNEXATION PETITION
PETITION REQUESTING ANNEXATION OF AREA ON REQUEST OF OWNERS

TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AND THE MAYOR OF THE CITY OF COLLEGE STATION:

BRAZOS VALLEY TDC, LLC, the undersigned landowners and petitioners ("Owners"), pursuant to *Texas Local Government Code Chapter 43, Subchapter C-3, "Annexation of Area on Request of Owners"*, respectfully request and petition the Mayor and City Council of the City of College Station ("City") for annexation to the City the following unincorporated territory in the Brazos County as shown in Attachment "A" and as described as follows ("Property"):

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE SAMUEL W. ROBERTSON LEAGUE, ABSTRACT NO. 202, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A CALLED 100 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO MARY ARRINGTON AND CLYDE ARRINGTON RECORDED IN VOLUME 68, PAGE 78 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND (N:10182108.370, E:3579127.414) ON THE EAST LINE OF ARRINGTON ROAD MARKING THE NORTHWEST CORNER OF A CALLED 10.00 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO EVELYN VELMA ARRINGTON RECORDED IN VOLUME 400, PAGE 544 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 10.00 ACRE TRACT AND SAID 100 ACRE TRACT BEARS: S 02° 58' 12" E FOR A DISTANCE OF 716.07 FEET (DEED CALL: S 01° 13' 34" E - 716.47 FEET, 400/544). 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 CS94-137 (N:10185974.86, E:3574741.19) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 04° 20' 06" W THROUGH ARRINGTON ROAD FOR A DISTANCE OF 711.93 FEET (DEED CALL BEARING: N 00° 00' 00" W, 68/78) TO A POINT MARKING THE NORTHWEST CORNER OF SAID 100 ACRE TRACT. FOR REFERENCE, THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-137 BEARS: N 53° 55' 22" W FOR A DISTANCE OF 5360.40 FEET;

THENCE: N 88° 08' 13" E ALONG THE NORTH LINE OF SAID 100 ACRE TRACT, AT 42.60 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF LOT 1, BLOCK 7, NANTUCKET PHASE TWO ACCORDING TO THE PLAT RECORDED IN VOLUME 752, PAGE 119 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE SOUTHWEST LINE OF SAID BLOCK 7 FOR A TOTAL DISTANCE OF 3018.52 FEET (PLAT CALL: N 89° 43' 53" E - 3019.63

FEET, 752/119) (DEED CALL: N 90° 00' 00" E - 3027.78 FEET, 68/78) TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 100 ACRE TRACT AND THE SOUTHWEST CORNER OF LOT 20 OF SAID BLOCK 7;

THENCE: S 04° 00' 59" E ALONG THE SOUTHWEST LINE OF SAID BLOCK 7, AT 219.57 FEET PASS A 1/2 INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 717.56 FEET (PLAT CALL BEARING: S 02° 25' 11" E, 752/119) TO A 1/2 INCH IRON PIPE FOUND BENT AT THE END OF TUCKER NUCK (STREET) MARKING THE NORTHEAST CORNER OF A CALLED 9.82 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO ASHTON TODD MATTHEWS AND WIFE, SALLY MOORE MATTHEWS RECORDED IN VOLUME 4318, PAGE 255 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

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And in support of the petition, petitioners show to the City Council:

- (1) **Eligible for Annexation.** That the Property is eligible for annexation to the City pursuant to the terms of *Texas Local Government Code Chapter 43, Subchapter C-3, "Annexation of Area on Request of Owners"*.
- (2) **Development Agreement.** The City and the Owners have negotiated and entered into a written development agreement for the provision of services to the Property.
- (3) **Not Incorporated.** That the above-described Property is not incorporated within any city, city and county, or incorporated town.
- (4) **Location.** In conjunction with *Texas Local Government Code Chapter 43, Subchapter C-3 and Texas Local Government Code § 43.1056* the Property abuts upon and is contiguous to the City in a manner which will afford reasonable ingress and egress to the City.
- (5) **Owners in Fee Simple.** Owners are the only owners in fee simple of the Property proposed to be annexed and this petition is signed and duly acknowledged by each and every person or entity having an interest in the land.
- (6) **Zoning.** As part of the annexation petition the Owners support and desire the City Council as part of the annexation to zone the Property as General Suburban (GS) for Phase I and Restricted Suburban (RS) for Phase II and will submit the required application for zoning with the annexation petition

OWNER:

BRAZOS VALLEY TDC, LLC,
a Texas limited liability company

By: _____ Date: _____
Glenn Hudson, Manager

By: _____ Date: _____
Stephen Hollas, Manager

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Glenn Hudson, Manager of Brazos Valley TDC, LLC**, a Texas limited liability company, on behalf of said company.

NOTARY PUBLIC in and for the State of Texas

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Stephen Hollas, Manager of Brazos Valley TDC, LLC**, a Texas limited liability company, on behalf of said company.

NOTARY PUBLIC in and for the State of Texas

ATTACHMENT "A" TO THE
ANNEXATION PETITION

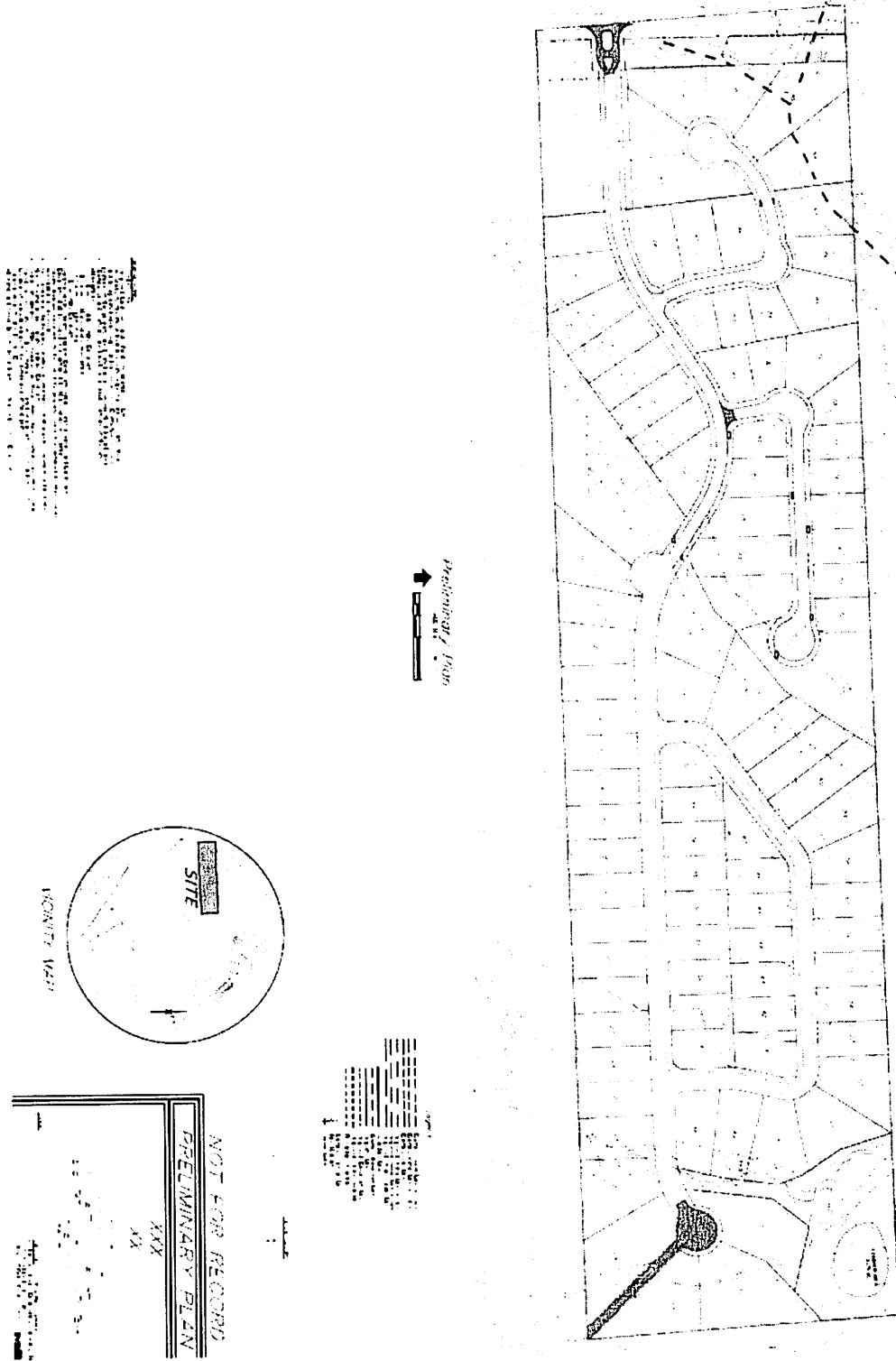


EXHIBIT "C"
DEVELOPMENT PLAN

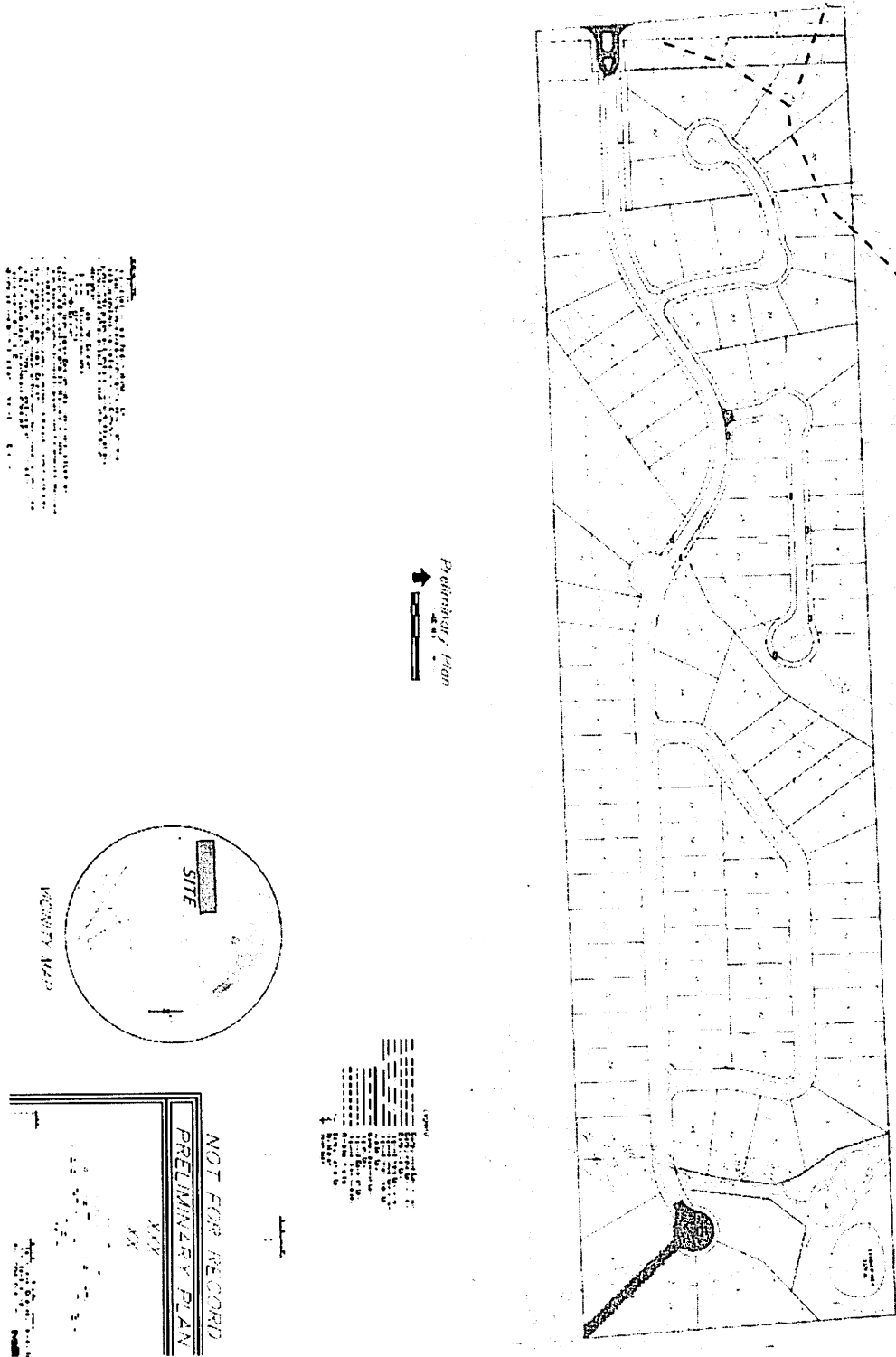


EXHIBIT "D"
WRITTEN DISCLOSURES

WRITTEN DISCLOSURES UNDER
TEXAS LOCAL GOVERNMENT CODE § 212.172 (b-1)
FOR THE PURPOSES OF A
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND BRAZOS VALLEY TDC, LLC
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 43,
SUBCHAPTER C-3 & TEXAS LOCAL GOVERNMENT CODE § 212.172

- (1) **No Requirement to Execute Agreement.** Brazos Valley TDC, LLC as the "Owner" is not required to enter into the development agreement the "Agreement" with the City of College Station the "City" regarding the development and annexation of approximately 49.5 acres of land owned by the Owner generally located in the 2200 Block of Arrington Road in Brazos County the "Property".
- (2) **Annexation Authority.** The City has the authority to annex the Owner's land under Texas Local Government Code § 212.172 "Development Agreement" Texas Local Government Code Chapter 43, Subchapter C-3 and Texas Local Government Code § 43.1056 "Annexation of Contiguous or Connecting Rights-of-Way".
- (3) **Plain-language description of the annexation procedures applicable to the land.** The City has the authority to annex the Owner's pursuant to Texas law since the Owner has requested annexation into the City. This annexation is at the Owner's request.
- (4) **Owner's Consent.** The Agreement and the annexation is at the request of the Owner in the City need the Owner's consent by their executing the Agreement and by their petition for annexation.
- (5) **Waiver of Immunity.** The City waives immunity to suit regarding this Agreement pursuant to Texas Local Government Code § 212.172 (i).

RECEIVED AND ACKNOWLEDGED BY THE OWNER:

BRAZOS VALLEY TDC, LLC,
a Texas limited liability company

By:  Manager Date: 7/3/25
Glenn Hudson, Manager

By: _____ Date: _____
Stephen Hollas, Manager

EXHIBIT "E"
WRITTEN AUTHORIZATION FROM OTHER UTILITIES

July 10, 2025

Item No. 9.2.

2025-2029 Consolidated Plan, FY 2026 Annual Action Plan and FY 2026 Community Development Budget

Sponsor: David Brower

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding the 2025-2029 Consolidated Plan, FY 2026 Annual Action Plan and FY 2026 Community Development Budget.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Core Services & Infrastructure
- Neighborhood Integrity

Recommendation(s): N/A

Summary: Community development programming for the City of College Station is currently directed by the 2020 - 2025 Consolidated Plan, which will expire on September 30, 2025. The U. S. Department of Housing and Urban Development requires each grantee develop a Consolidated plan that includes a community needs assessment, housing market analysis, housing conditions analysis, and specific goals and objectives to establish a unified vision for actions that will be carried out for the next five years. Staff will present a summary of the proposed Consolidated Plan for 2025 - 2029 and request input and direction from Council.

In addition, each year the City is required to submit to a one-year Annual Action Plan describing projects, activities and budget to be funded with the community development grants received. Annual Action Plan activities must correspond to the 5-Year Consolidated Plan. The total grant funds available next year include \$1,229,672 in Community Development Block Grant (CDBG) funds and \$475,718 in HOME Investment Partnership Program Grant (HOME) funds.

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

The Consolidated Plan, Annual Action Plan, and budget must be delivered to HUD no later than August 16, 2025. Therefore, this information is presented prior to Council's consideration of the overall City budget. Adoption of the Plan by resolution also establishes a Community Development Program as defined by the Texas Local Government Code and provides authority for the City Manager to sign all required applications, certifications, evaluations, and other forms required by U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for the Program Year 2025 on behalf of the City of College Station.

Staff will return to Council at the July 24th meeting to make available the final drafts of the plans and

budget and to request adoption.

Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing assistance programs (homebuyer assistance, security deposit assistance, rehabilitation, new construction, and minor repair); funding for direct services to low-income families through non-profit programs; demolition; economic development, infrastructure improvements to parks, streets, grant administration, and public facilities in areas within the city that are primarily low-to-moderate-income areas of the city.

Staff will be prepared to answer questions regarding the proposed plans and/or budget.

Budget & Financial Summary: N/A

Attachments:

1. FY 2025 Proposed Community Development Budget
2. FY 2025 Plan Development Process Summary
3. FY 2025 CDBG Public Service Funding
4. 2025-2029 Community Development Goals
5. 2025 Income Limits
6. Map of LMI Areas 2025
7. Community Development Project Descriptions

Attachment 1: FY 2025 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$46,252.62	\$113,747.38	\$160,000.00
Rehabilitation Administration	\$80,000.00	\$0.00	\$80,000.00
Housing Services	\$0.00	\$85,680.00	\$85,680.00
Acquisition	\$355,691.38	\$93,572.38	\$449,263.76
Homebuyer Assistance (DAP)	\$360,870.38	\$449,129.62	\$810,000.00
CHDO	\$285,000.00	\$0.00	\$285,000.00
Tenant Based Rental Assistance – Deposits	\$14,955.00	\$45,445.00	\$60,400.00
Public Service Agency (See Attachment 3)	\$64,008.58	\$184,450.00	\$248,458.58
Public Facility	\$1,015,486.64	\$423,548.73	\$1,439,035.37
Section 108 Loan Financing Activities	\$153,688.11	\$16,311.89	\$170,000.00
Grant Administration	\$0.00	\$293,505.00	\$293,505.00
Recaptured Funds/ Program Income		CDBG HOME	\$0 \$11,246.05*
Total Community Development Budget			\$4,081,342.71

*Captured in Tenant Based Rental Assistance – Deposits

Attachment 2: Consolidated Plan and Budget Development Process Summary, FY 2025

Event	Date
Pre-proposal workshop for agencies	Jan. 15, 2025
Agency Consultations	Jan. – Mar.
Community Needs Survey	Feb. & Mar.
Nonprofit Provider Survey	Feb. & Mar.
Medical Provider Focus Group	Feb. 27, 2025
Public hearing on Consolidated Plan and Budget	Mar. 18, 2025
Housing Focus Group	Mar. 20, 2025
Economic Development Focus Group	Mar. 26, 2025
College Station ISD Consultation	Mar. 27, 2025
CDBG Public Service Agency Funding proposals due	Apr. 16, 2025
CDBG Public Service Agency Funding Review Committee	Apr. 21, 2025 May 12, 2025 May 19, 2025
30-Day Public Comment Period begins	July 01, 2025
First presentation of Consolidated Plan and Budget to City Council	July 10, 2025
Request council approval by consent agenda of 2025 – 2029 Consolidated Plan, PY2025 (FY2026) Annual Action Plan, and FY2026 Community Development Budget	July 24, 2025
30-Day Public Comment Period ends	July 31, 2025
Due to HUD no later than	Aug. 16, 2025

Attachment 3: FY 2025 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client
Big Brothers Big Sisters of South Texas	Youth Mentoring	\$40,000	\$40,000	Program Manager Volunteer Manager	100 \$400.00
The Salvation Army	Rent and Utilities Assistance	\$25,000	\$25,000	Financial Assistance- Rent & Utilities	137 \$182.48
United Way of the Brazos Valley	Ride2Health Program	\$40,000	\$40,000	Program Salaries & Benefits, Lyft Rides, IT Expenses	80 \$500.00
A Home Base for Transitioning Foster Youth dba Unlimited Potential, Inc.	Case Management for Former Foster Youth	\$40,000	\$28,495	Personnel-Case Management	22 \$1,295.23
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$40,000	\$16,495	Physician Services Contract	350 \$47.13
Brazos County Health District	HIV/STI Testing Program	\$50,000	\$21,094	Community Health Worker, Medical Supplies	507 \$41.61
Catholic Charities of Central Texas	Brazos Valley Financial Stability Program	\$100,000	\$13,366	Case Manager Salary, Direct Client Benefits	515 \$25.95
Total		\$335,000	\$184,450		

Attachment 4: PY 2025-2029 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2025	2029	Affordable Housing Community Housing Dev. Organization	City-wide	Rental Housing Special Needs	CDBG: \$640,000 HOME: \$1,382,566	Rental units Acquired and Rehabilitated: 6 Household Housing Unit
2	Owner Housing - Rehabilitation/Reconstruction	2025	2029	Affordable Housing	City-wide	Owner-Occupied Housing	CDBG: \$1,080,000	Homeowner Housing Rehabilitated: 36 Household Housing Unit
3	Homeownership - Down Payment Assistance	2025	2029	Affordable Housing	City-wide	Homeownership	CDBG: \$320,000 HOME: \$1,610,000	Direct Financial Assistance to Homebuyers: 24 Households Assisted
4	Homelessness - TBRA Security Deposits	2025	2029	Homeless	City-wide	Rental Housing Homelessness Special Needs	HOME: \$164,692	Tenant-based rental assistance / Rapid Rehousing: 224 Households Assisted
5	Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non- Housing Community Development	City-wide	Homelessness Special Needs Public Services	CDBG: \$986,261	Low/Mod Housing Benefit: 6185 Public Service: 3290
6	Public Facilities	2025	2029	Non-Housing Community Development	City-wide	Public Facilities & Infrastructure	CDBG: \$1,919,035	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 52,825 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Program Administration and Compliance	2025	2029	Non-Housing Community Development	City-wide	Program Administration and Compliance	CDBG: \$1,229,671 HOME: 237,858	N/A
8	Section 108 Loan Financing Activities	2025	2029	Affordable Housing	City-wide	Rental Housing - Rehabilitation	CDBG: \$850,000	N/A
9	Housing Services	2025	2029	Affordable Housing	City-wide	Homelessness	CDBG: \$482,827	Persons Assisted: 50

Goal Descriptions

1	Goal Name	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.
2	Goal Name	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG).
3	Goal Name	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.
4	Goal Name	Homelessness - TBRA Security Deposits
	Goal Description	Preventing homelessness through the provision of assistance for low-income households to secure and sustain safe, decent affordable housing. This is a coordinated effort among affordable housing providers and the City to provide security deposit assistance to eligible households.

5	Goal Name	Public Services
	Goal Description	Encourage and support nonprofit providers of homeless/AIDS patient programs, senior services, services for persons with disabilities, legal services, youth services, transportation services, substance abuse services, services for victims of domestic violence, employment training, crime awareness, fair housing, tenant/landlord counseling, child care services, health services, abused and neglected children services, mental health services, screening for lead based paint/lead hazards, subsistence payments, homebuyer downpayment assistance, rental housing subsidies, security deposits, housing counseling, neighborhood clean-ups, food banks, housing information and referral, housing counseling to support homebuyer downpayment assistance, or other public services to deliver programs to low- and moderate-income families and individuals.
6	Goal Name	Public Facilities
	Goal Description	Rehabilitation and expansion of street infrastructure, sidewalks, other infrastructure, including water and sewer lines and flood drain improvements, or park facilities including green space, neighborhood parks, and recreation facilities in primarily low- to moderate-income areas.
7	Goal Name	Program Administration and Compliance
	Goal Description	Oversee and facilitate grant programs.
8	Goal Name	Section 108 Loan Financing Activities
	Goal Description	The City of College Station, in conjunction with the affordable housing provider LULAC Oak Hill, intends to fulfill its contractual obligations to its Section 108 financing agreement throughout the duration of this Strategic Plan. To that end, the City anticipates making quarterly interest payments and assisting LULAC Oak Hill to make principal payments for the duration of the loan's term.
9	Goal Name	Housing Services
	Goal Description	Housing services, except Housing Counseling, under 24 CFR 5.100, in support of the HOME Program, eligible under 24 CFR 570.201(k). At the average funding level, housing facilitation services to match potential tenants at or below 60% AMI and homeowners will be provided to ten (10) housing seekers per fiscal year, or fifty (50) total instances over the duration of this Strategic Plan.

2025 MEDIAN INCOME LIMITS

City of College Station

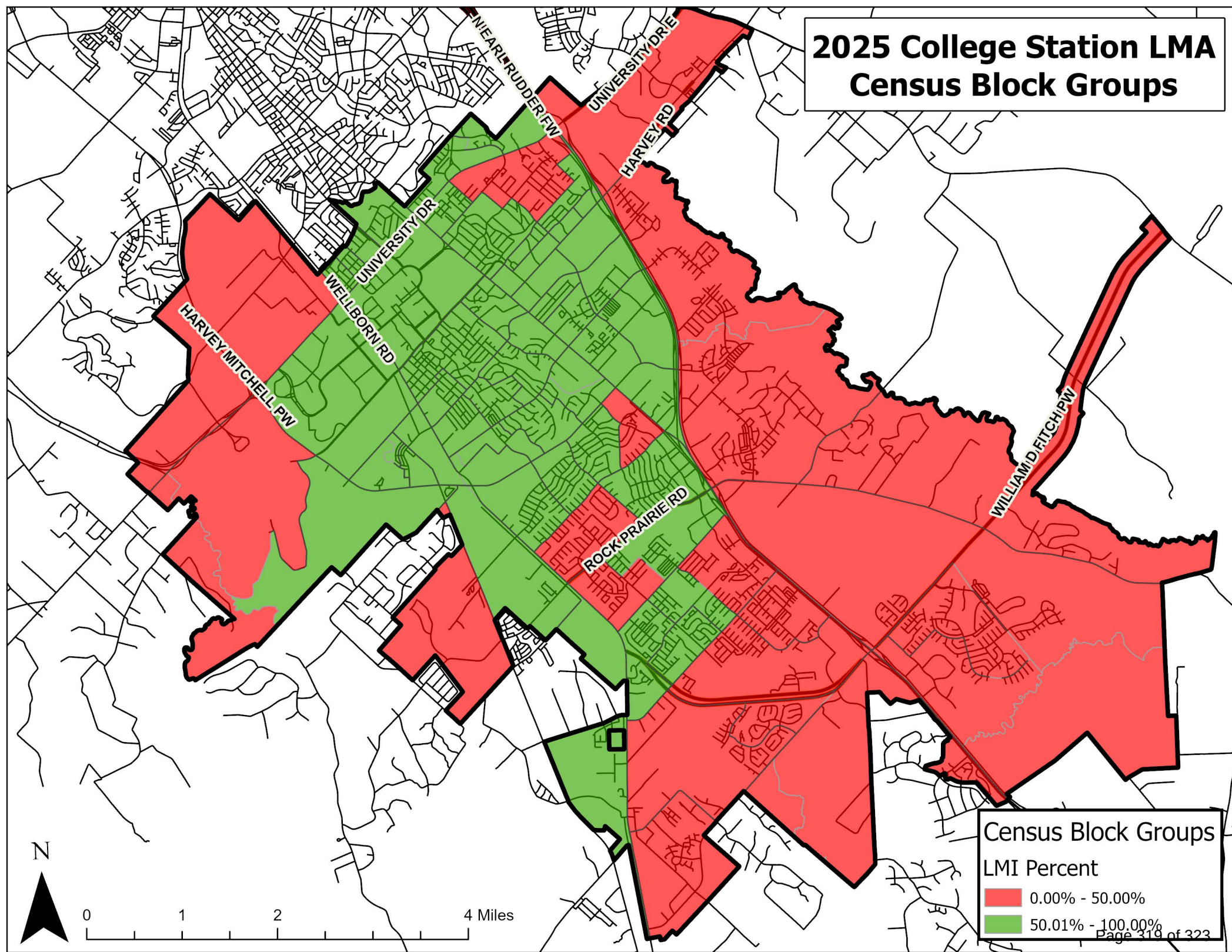
Community Development

This list supersedes all other lists of prior dates.

Household	60%	80%
1	\$37,200	\$49,600
2	\$42,480	\$56,650
3	\$47,820	\$63,750
4	\$53,100	\$70,800
5	\$57,360	\$76,500
6	\$61,620	\$82,150
7	\$65,880	\$87,800
8	\$70,140	\$93,500

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

2025 College Station LMA Census Block Groups



Attachment 7: Community Development Project Descriptions

Owner-Occupied Housing Assistance

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

Acquisition/Rehabilitation:

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

Demolition:

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

Homebuyer Assistance:

Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans, which include a shared equity component, with HOME or CDBG funds.

Community Housing Development Organization:

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

New Construction:

Leveraged Development and Non-Profit Partners:

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

Rental Rehabilitation:

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

Tenant Based Rental Assistance:

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

which offers affordable rental units to lower-income households in College Station or assists homeless individual and families to secure housing.

Public Services:

15% of the City's CDBG fund allocation will be used to fund eligible nonprofit organizations to carry out social services to vulnerable populations.

Public Facility:

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

Economic Development – Business & Job Development:

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

Program Administration:

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

July 10, 2025

Item No. 10.1.

Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: Items of Community Interest and Council Calendar: The Council may discuss upcoming events and 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.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of July 11th thru July 24th:

July 11 - Design Review Board Meeting
July 16 - Council Budget Workshop
July 16 - Exploring History Luncheon
July 17 - Brazos County Board of Health Board Meeting
July 17 - Planning & Zoning Commission Meeting
July 21 - Bicycle, Pedestrian & Greenways Meeting
July 22 - Neighborhood Seminar Supper
July 23 - Housing Plan Advisory Committee Meeting
July 23 - CSFD Badge Pinning Ceremony
July 24 - Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

July 10, 2025

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None