



College Station, TX

Meeting Agenda

City Council

1101 Texas Ave, College Station, TX 77840

Internet: <https://zoom.us/j/96728393278>

Phone: 888 475 4499 and Meeting ID: 967 2839 3278

August 25, 2022

4:00 PM

City Hall Council Chambers

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

1. **Call to Order.**
2. **Executive Session is Closed to the Public and Will Be Held in the 1938 Executive Conference Room. The Open Meeting Will Resume No Earlier Than 6:00 PM.**

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

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

Litigation

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

Legal Advice

- a. Legal Advice regarding the City's application to change transmission cost of service (TCOS) and wholesale transmission rates before the Public Utility Commission of Texas.
- b. Legal advice regarding the process to acquire property needed for the west side Highway 47 electric substation.

Real Estate {Gov't Code Section 551.072};

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

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

b. Property generally located in Midtown Business Center at the intersection of Midtown Drive and Corporate Parkway.

Personnel {Gov't Code Section 551.074};

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

- a. City Attorney
- b. Council Self Evaluation

Competitive Matters {Gov't Code Section 551.086};

Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:

- a. Power Supply

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

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

Speaker Protocol

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

5. Hear Visitors.

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

6. Workshop Items.

- 6.1. Presentation, discussion, and possible action regarding the current conditions of the Northgate Entertainment District, to include future options for improvement.

Sponsors: Billy Couch

Attachments: None

- 6.2. Presentation, discussion, and possible action on options to amend the Restricted Occupancy Overlay (ROO).

Sponsors: Alyssa Halle-Schramm

Attachments: None

6.3. Presentation, discussion, and possible action on a proposed middle housing zoning district.

Sponsors: Matthew Ellis

Attachments: 1. Middle Housing Product Types and Dimensional Standards Table

6.4. Presentation, discussion, and possible action on a potential ordinance amendment relating to individual lot grading requirements for residential lots.

Sponsors: Anthony Armstrong

Attachments: None

7. Consent Agenda.

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

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

- August 11, 2022 Council Meeting
- August 17, 2022 Special Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM081122 DRAFT Minutes
2. SPM081722 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding adoption of a Resolution to support the submission of a joint grant application with the Bryan/College Station Metropolitan Planning Organization for the Safe Streets and Roads for All program to conduct a county-wide Comprehensive Safety Action Plan.

Sponsors: Jason Schubert

Attachments: 1. Resolution
2. SS4A Action Plan Info Sheet
3. SS4A Action Plan Grant Application Template

7.3. Presentation, discussion, and possible action regarding an Interlocal Agreement with Brazos County and the City of Bryan for the 2022 Byrne Justice Assistance Grant (JAG) Program in which the City of College Station has been allocated \$16,112.60 for the purpose of supporting law enforcement programs.

Sponsors: Billy Couch

Attachments: 1. 2022 JAG Interlocal Agreement 7-18-22

7.4. Presentation, discussion, and possible action regarding approval of the Atmos Cities Steering Committee (ACSC) Rate Review Mechanism (RRM) Ordinance.

Sponsors: Ross Brady

Attachments: 1. College Station 2022 Atmos Mid-Tex RRM Ord wExhibits_v7-28-2022

7.5. Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in the amount of \$115,000 for the 2022 TAMU Football Post Game Day Traffic Control.

Sponsors: Emily Fisher

Attachments: 1. BuyBoard Quote

2. 2022 TAMU Game Day Traffic Control Locations Map

- 7.6. Presentation, discussion, and possible action regarding the award of a construction contract to Larry Young Paving Inc. in the amount of \$199,410 for Traffic Calming Implementation and Construction.

Sponsors: Emily Fisher

Attachments: 1. Bid Tabulation - Traffic Calming
2. Location Map

- 7.7. Presentation, discussion, and possible action regarding the second renewal of a sponsorship agreement with Land of Lights, Inc., DBA Santa's Wonderland, in the amount of \$150,000.

Sponsors: Brian Piscacek

Attachments: 1. 21300017_R2

- 7.8. Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2023 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsors: Mary Ellen Leonard

Attachments: 1. 2023 Exemptions List Over \$100K

- 7.9. Presentation, discussion, and possible action to approve the fourth renewal of an annual contract for Professional Auditing Services with FORVIS, LLP (formerly BKD, LLP) for an amount not to exceed \$134,294.

Sponsors: Mary Ellen Leonard

Attachments: None

- 7.10. Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," by adding Division 5 "City Facility Parking".

Sponsors: Mary Ellen Leonard

Attachments: 1. CH 38 City Parking Fees Ord

- 7.11. Presentation, discussion, and possible action regarding renewing the contract for Temporary Employment Services with Spherion Staffing LLC ("Spherion") for a total estimated annual expenditure of \$190,000.

Sponsors: Alison Pond

Attachments: 1. Spherion Staffing Contract Renewal

- 7.12. Presentation, discussion, and possible action regarding the purchase of SCADA system video integration hardware and software from CDW-G, LLC for \$141,587.12 and from the Reynolds Company for \$219,856.61.

Sponsors: Gary Mechler

Attachments: 1. CDW Hardware and Software Purchase Quotes
2. Reynolds Company Hardware and Software Purchase Quotes

- 7.13. Presentation, discussion, and possible action regarding approval of a Community Housing Development Organization HOME Investment Partnership Program funding agreement in the amount of \$305,094 with Elder Aid, Inc. for the acquisition and rehabilitation of two rental units at 1416 and 1418 Hawk Tree in College Station to be used as affordable, elderly rental housing.

Sponsors: Debbie Eller

- Attachments:
1. HOME CHDO Funding Agreement - Elder Aid
 2. Location Map

7.14. Presentation, discussion, and possible action on a resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2022, in an amount not to exceed \$2,500,000.

Sponsors: Mary Ellen Leonard

- Attachments:
1. Series 2022 Road Bonds - City Consent Resolution 8-16-22
 2. Rock Prairie MD 2_ 2022 No Growth Cash Flow
 3. Rock Prairie MD 2_ 2022 NOS (City)
 4. Rock Prairie MD 2_ 2022 POS (City)
 5. Bond Order - Unlimited Tax Road Bonds, Series 2022 (RPMD2)
 6. RPMD 2 - Summary of Costs

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action on the City of College Station 2023 advertised ad valorem tax rate of \$0.524613 per \$100 valuation, resulting in an increase in tax revenues.

Sponsors: Mary Ellen Leonard

Attachments: None

8.2. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2022-2023 Budget; and presentation, discussion, and possible action ratifying the property tax revenue increase reflected in the budget.

Sponsors: Mary Ellen Leonard

- Attachments:
1. Appendix A1 - FY22 Budget Adoption Ordinance - updated Part 4 8.15.22
 2. Appendix A1 - Attachment - IT Purchase list

8.3. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2022-2023 ad valorem tax rate of \$0.524613 per \$100 assessed valuation, the debt service portion being \$0.211441 per \$100 assessed valuation and the operations and maintenance portion being \$0.313172 per \$100 assessed valuation.

Sponsors: Mary Ellen Leonard

- Attachments:
1. Appendix A2 - FY22 Tax Rate Ordinance 8.15.22

8.4. Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas.

Sponsors: Mary Ellen Leonard

- Attachments:
1. FY 22-23 Fee Resolution 8-4-22 Final
 2. Fee Resolution Summary for Council - Updated 08.18.22

8.5. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GC General Commercial to PDD Planned Development District on approximately 12 acres of land located 103 N. Dowling Rd.

Sponsors: Anthony Armstrong

- Attachments:
1. Ordinance
 2. Vicinity Map, Aerial, and Small Area Map
 3. Rezoning Map
 4. Concept Plan Exhibit - Modified
 5. Concept Plan Exhibit - Original
 6. Bulk Variances Request Letter
 7. Applicant's Supporting Information
 8. Background Information

8.6. Presentation, discussion, and possible action on an agreement for purchase and sale of real property between the City of College Station and West Valley JMYL, LP for approximately 7.64 acres of land located generally near the intersection of Texas State Highway 6 and Harvey Road.

Sponsors: Natalie Ruiz

- Attachments:
1. Contract is on file with the City Secretary's Office

9. Council Calendar - Council May Discuss Upcoming Events.

10. Items of Community Interest.

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

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

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

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 19, 2022 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

August 25, 2022

Item No. 6.1.

Presentation, discussion, and possible action regarding the current conditions of the Northgate Entertainment District, to include future options for improvement.

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the current conditions of the Northgate Entertainment District, to include future options for improvement.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): N/A

Summary: This will be a summary presentation on Northgate. The area has experienced rapid growth in the residential population over the last ten years. Along with the residential growth, we have also seen an increased growth in the number of licensed bars in Northgate. Due to the confined space of the Entertainment District, combined with the heavy occupancy of the licensed establishments, the Northgate area has become environmentally less safe. Due to these environmental conditions, demands on city resources have constantly increased. In spite of additional resources, the environmental conditions have not improved. To effectively reduce the risk and liability of this environment, environmental conditions will need to change. The summary presentation will conclude with suggestions for consideration to make the area more safe in the future.

Budget & Financial Summary: N/A

Attachments:

None

August 25, 2022
Item No. 6.2.
ROO Amendment Options

Sponsor: Alyssa Halle-Schramm, Planner

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on options to amend the Restricted Occupancy Overlay (ROO).

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): To receive the presentation and provide direction to staff.

Summary: At their February 10, 2022 meeting, the City Council requested a future agenda item to consider options to amend the Restricted Occupancy Overlay (ROO) with the intent to streamline the process and application for neighborhoods interested in pursuing a ROO. For this workshop, staff will present a list of options, along with a discussion of the advantages and disadvantages of each, for the City Council to consider and provide direction. Some of the options include:

- Waiving the application fee for single-family overlay zoning requests (to include ROO and the Neighborhood Conservation Overlay)
- Revising the process to allow contiguous phases of a subdivision to submit one application and pay one application fee
- Revising the process to allow the boundary of a subdivision's rezoning application to match those of their registered Homeowners Association (HOA) or Neighborhood Association (NA) – in the case that a subdivision does not have a registered HOA or NA, the original subdivision plat boundaries apply
- Revising the petition percentage threshold from 50%+1 to some other percentage

Budget & Financial Summary: N/A

Attachments:

None

August 25, 2022
Item No. 6.3.
Middle Housing Zoning District

Sponsor: Matthew Ellis

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Presentation, discussion, and possible action on a proposed middle housing zoning district.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): To receive the presentation and provide direction to staff.

Summary: Staff will present a draft proposal for the creation of a middle housing zoning district that allows a variety of housing options between single-family and multi-family. Examples include duplexes, townhouses, small and medium multiplexes, and courtyard houses, as well as small lot single-family developments. The proposed zoning allows these flexible housing types by right, rather than needing a PDD Planned Development District. This new zoning district may redirect development pressure out of existing single-family neighborhoods, encourage the housing types that the market demands in strategic locations, and create more housing choices for low- and middle-income people including families, students, young professionals, and seniors. This item comes from Comprehensive Plan Action 2.1 to undertake amendments to the Unified Development Ordinance's zoning districts to implement the updated Future Land Use & Character categories and definitions. The updated Comprehensive Plan created a new Mixed Residential land use category that encourages middle housing types.

Staff have discussed the proposal with interested parties throughout the community. These efforts began with a Seminar Supper on June 28, 2022 to engage neighborhood representatives early in the creation of this proposal. Staff then met with builders, developers, and engineers in the community who have experience with student housing or middle housing products to discuss ideas, questions, and concerns regarding the proposed dimensional standards and how the district would function. In total, staff held four focus group meetings and presented at the Building and Development Breakfast on July 21, 2022 to engage the development community. Staff also coordinated internally to receive feedback from all applicable City departments to ensure the proposal meets the needs of all departments and maintains excellent City services. Staff have made changes to the draft proposal based on feedback from all engagement efforts.

Budget & Financial Summary: N/A

Attachments:

1. Middle Housing Product Types and Dimensional Standards Table

Middle Housing Product Types & Dimensional Standards

Units per Lot	1 Unit	1 Unit	1 Unit	1 Unit	1 Unit	1 Unit	2 Units	3-4 Units	5-12 Units
Housing type	Live-Work	Townhouse	Reduced Setback Single-Family	Single-Family	Courtyard Houses	Split-Lot Duplex	Duplex	Small Multiplex	Medium Multiplex
Form variation & green space	Stacked	Not stacked	Not stacked	Not stacked	Not stacked up to 12 houses around a shared courtyard Shared courtyard width must be 30'	Side by side	Stacked / Side by side	Stacked / Side by side	Stacked
Absolute Min. Lot Area per DU	2250 sq ft	2250 sq ft	2250 sq ft	3200 sq ft	2600 sq ft include courtyard	2250 sq ft	2250 sq ft	1500 sq ft	800 sq ft
Min. Lot Width	25'	25'	25'	40'	125' include courtyard	25'	50'	60' (A)	80'
Min. Lot Depth	90'	90'	90'	80'	125' include courtyard	90'	90'	100'	100'
Min. Front Setback (B)	10'	10'	10'	10'	5'	10'	10'	10'	10'
Max. Front Setback	20'	20'	20'	20'	15'	20'	20'	20'	20'
Min. Side Setback	N/A	N/A	5' (C)	5'	5'	5'	5'	10'	10'
Max # attached units	N/A	6	N/A	N/A	N/A	2	2	4	12
Min. Side Street Setback	5'	5'	5'	5'	10'	5'	5'	5'	5'
Min. Side Setback between Structures	10'	10'	10'	10'	10'	10'	10'	10'	20'
Min. Rear Setback (D) (E)	40'	40'	40'	40'	40'	40'	40'	40'	40'
Max. Impervious Cover	(F)	55% (G)	55% (G)	55% (G)	55% (G)	55% (G)	55% (G)	(F)	(F)
Max. Height (H) (I) (J)	35'	35'	35'	35'	35'	35'	35'	35'	35'
Minimum Number of Stories	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2
Max. Dwelling Units/Acre (Subdivision Gross)	16	16	16	12	16	20	20	24	24
Parking (K)	Rear	Rear	Rear	Rear/Side	Rear/Side	Rear	Rear	Rear	Rear

(A) For small multiplex products, lot width may be reduced to 30' if building is two stories or taller.

(B) Minimum front setback may be extended to 20' when utility constraints on site dictate.

(C) For Zero Lot Line development, follow sections 8.3.H.3.

(D) Rear setback shall include an additional landscaping buffer when abutting Suburban Residential, Estate Residential, or Rural uses, as depicted in the Future Land Use and Character Map of the City's Comprehensive Plan.

(E) Rear setback can be reduced to 20 feet if abutting an alley or side parking is provided.

(F) Maximum impervious cover shall be determined by an engineered drainage analysis performed in conjunction with the BCS Unified Stormwater Design Guidelines and as approved by the City Engineer or their designee.

(G) Additional impervious cover may be determined by an engineered drainage analysis performed in conjunction with the BCS Unified Stormwater Design Guidelines and as approved by the City Engineer or their designee.

(H) Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in this district.

(I) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.

(J) Shall abide by Section 7.2 H., Height

(K) Front parking may be allowed ...

Draft Date: 8/4/2022

August 25, 2022

Item No. 6.4.

Individual Lot Grading Requirements for Residential Lots

Sponsor: Anthony Armstrong

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a potential ordinance amendment relating to individual lot grading requirements for residential lots.

Relationship to Strategic Goals:

- Good Governance
- Core Services & Infrastructure
- Neighborhood Integrity
- Sustainable City

Recommendation(s): To receive the presentation and provide direction to staff.

Summary: During discussions regarding the impervious cover ordinance that City Council heard and approved back in March of 2020, one of the additional issues raised by the Planning and Zoning Commission and shared by members of the City Council was the component of grading on a property as it relates to drainage. This item is a workshop item to discuss potential options to address the issue of lot grading, specifically on a lot-by-lot scenario. Staff will present options for discussion and seek direction from the City Council.

Some options could include:

- City provided individual lot grading templates, chosen by builder, confirmed by staff
- Developer created site specific grading plans per lot
- City directed site specific grading plan

Budget & Financial Summary: N/A

Attachments:

None

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 11, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton – via remote
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, Interim City Attorney
Leslie Whitten, Assistant City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:00 p.m. on August 11, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:02 p.m. on August 11, 2022, to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
 - City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas; and

- Shana Elliott and Lawrence Kalke v. The City of College Station, et al.
- Robert Danny Clack, II v. The City of College Station, et al.

B. Consultation with attorney to receive legal advice; to wit:

- Legal Advice regarding the City’s application to change transmission cost of service (TCOS) and wholesale transmission rates before the Public Utility Commission of Texas.
- Legal Advice regarding the potential 2022 Bond Election.
- Legal Advice related to an infrastructure and economic development agreement between the City of College Station, College Station Town Center, LP, and Rock Prairie Management District No. 2.

C. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.
- Real Estate negotiations for property generally located at the intersection of State Highway 6 and Venture Drive in the College Station Business Center.

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

- City Manager
- City Attorney
- Council Self-Evaluation

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

Executive Session recessed at 6:46 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Dine Around at Jones Crossing Event Recap and Check Presentation to Aggieland Humane Society.

Aubrey Nettles, Marketing Coordinator, gave an overview of the Dine Around Jones Crossing event that was held on April 9, 2022, in partnership with Jones Crossing. Seventeen establishments participated in the family friendly event that consisted of food and drink samples, live music, yard games, photo ops, giveaways, and more. Just over 160 tickets were sold and \$2,328.20 in profit was earned for Aggieland Humane Society. A check for that amount was presented to Aggieland Humane Society.

6. Hear Visitors Comments

TreVion Watson, College Station, stated that as it relates to the potential bond election the city does not need more baseball fields, it needs more basketball and other sports facilities.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action regarding the Safe Streets and Roads for All Grant Program.

Jason Schubert, Planning and Development, explained that since the city does not currently have a Safety Action Plan it would not be eligible for implementation funds from the “Safe Streets and Roads for All Grant Program” at this time. Staff is requesting direction from Council on interest in participating in a joint application with the City of Bryan, Brazos County, and Brazos Transit District, who are also potentially interested in applying through a joint application with all localities and the MPO, to develop the Safety Action Plan for Brazos County.

Dan Rudge, Executive Director of the Bryan/College Station MPO, provided a brief overview of the planning grants purpose in Comprehensive Safety Action Plan and the steps the City of College Station would need to complete to be a co-applicant for the grant. The deadline to apply is September 15, 2022. The grant application requires a 20% local match, which is based on the number of joint applicants and estimated cost to develop the Action Plan. The City is being asked for a commitment of \$20,000; if the grant is awarded, these funds would need to be expended from the PDS FY23 budget.

7.2. Presentation, discussion, and possible action regarding a potential 2022 bond election.

Bryan Woods, City Manager, presented a brief overview and summary of the changes on the potential 2022 bond election items directed by Council at the July 28, 2022 Council Meeting.

- Proposition A: Public Safety \$18,000,000
- Proposition B: Transportation \$16,100,000
- Proposition C: Sports and Tourism \$32,400,000
 - Texas Independence Ballpark Phase 2
 - Veterans Park Fields 1-6
- Proposition D: Parks Improvements and Redevelopment \$22,000,000
 - Bachmann Park
 - Central Park Operations Shop
 - Tennis Courts
 - Pickleball/futsal
 - Mabel Clare Thomas Park Redevelopment
 - Lincoln Center Area Improvements
- Proposition E: Mabel Clare Thomas Park Pool \$3,900,000
- Total \$92,400,000

Revised Cost Estimates

Projects	Previous Estimate	Revised Estimate	Staff Recommendation
Fire Station 7	\$ 10,500,000	\$ 18,000,000	\$ 18,000,000
Rock Prairie Road East Widening	\$ 18,900,000	\$ 18,100,000	\$ 16,100,000
Citywide Park Improvements	\$ 5,250,000	\$ 5,000,000	\$ -
Bachmann Little League Building and Athletic Building	\$ 7,350,000	\$ 7,000,000	\$ 7,000,000
Veterans Park - 6 Soccer Field Replacements	\$ 6,300,000	\$ 6,400,000	\$ 6,400,000
Veterans Park - Synthetic Fields 7 & 8 Replacement	\$ 3,150,000	\$ -	\$ -
Pickleball/Futsal Courts (2-3, no RR work)	\$ 1,050,000	\$ 1,700,000	\$ 1,700,000
Bicycle and Pedestrian Improvements	\$ 5,250,000	\$ 5,000,000	\$ -
Traffic Signal Improvements	\$ 5,250,000	\$ 5,000,000	\$ -
Central Park Operations Shop	\$ 7,350,000	\$ 7,400,000	\$ 7,400,000
Mabel Clare Thomas Park Redevelopment	\$ 3,570,000	\$ 4,000,000	\$ 3,000,000
Bee Creek & Central Tennis Court Replacements	\$ 1,575,000	\$ 1,700,000	\$ 1,700,000
Lincoln Center Area Improvements	\$ 1,050,000	\$ 1,200,000	\$ 1,200,000
Texas Independence Ball Park Phase 2	\$ 12,600,000	\$ 26,000,000	\$ 26,000,000
Mabel Clare Thomas Park Pool	\$ 3,150,000	\$ 3,900,000	\$ 3,900,000
Westside Park Development (prelim design only)	\$ 3,150,000	\$ 1,000,000	\$ -
Total	\$ 95,445,000	\$111,400,000	\$ 92,400,000

7.3. Presentation, discussion, and possible action on the City's financial position and available fund balances.

Jeff Kersten, Assistant City Manager, provided an overview of the Financial Position and Fund Balance in the General Fund.

Grant Fund Impact

- Awarded State Funds - \$6.4M (Net \$4.3M)
 - City is subrecipient of State Grant
 - Amount utilized for Fire and Community
 - TDEM approved. Feds have until June 2024 to audit submission
- Awarded Federal Funds - \$29.5M (Net \$19.5M)
 - Plan submitted
 - 5 Categories
 - \$10M for Water / Wastewater Projects
 - Must be expended by 12/31/2024

ARPA Funds

	FY 22-FY 24
Revenue Replacement (Reimbursement)	\$16,140,725
One Time Premium Pay (Reimbursement)	\$603,213
<u>Rehiring Frozen Positions (Reimbursement)</u>	<u>\$2,759,368</u>
General Fund Reimbursement Total	\$19,503,306
Water/Wastewater Capital Projects	<u>\$9,975,020</u>
Total ARPA Uses	<u>\$29,478,326</u>

Sources of Revenue General Fund

	FY 22- FY 24
Net Federal Funds Related Increase	\$19,503,306
Net State Funds Related Increase	\$4,309,402
<u>Net Overall General Fund Increase</u>	<u>\$1,485,292</u>
Total	<u>\$25,298,000</u>

FY 23 General Fund Summary

	FY 23
Estimated Beginning Balance	\$67,951,072
FY 23 One Time SLA's and One Time Merit Pool	(\$4,967,800)
Reserves in FY 23 Budget	(\$32,188,070)
<u>Reserve needed for balanced 5 year forecast</u>	<u>(\$5,497,202)</u>
Total Available Unreserved Fund Balance	<u>\$25,298,000</u>

Possible Uses

Unlimited Potential Building Demolition (net amount)	\$240,000
Additional Police Vehicles	\$500,000
Ambulance Pay (One Time)	\$350,000
Economic Development Project (Commercial Redevelopment)	\$12,950,000
<u>Future Capital Project (Recreation Center)</u>	<u>\$11,258,000</u>
Total From General Fund	<u>\$25,298,000</u>

Council directed staff to come back with the Fire Department back pay and additional information on a possible recreation center.

8. CONSENT ITEMS

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

Amy Alge, College Station, came before Council to express her concern with the Texas A&M MSC no longer being an early voting polling location. She believes that this is not beneficial for the students who vote on campus and the new site at City of College Station City Hall will be a hardship.

Items 8.6 and 8.8 were pulled from Consent for clarification.

(8.6) Tanya Smith, City Secretary, stated that these changes to the polling locations on the ordinance ordering the General and Special Election were made by Commissioners Court. Since the City of College Station is contracted with the County to run our Elections, the County implements, conducts and manages the election. The ILA was passed by Council on July 28th.

(8.8) Bryan Woods, City Manager, stated that the Mayor could enact a disaster declaration quickly by signing a declaration and bringing it to council within seven (7) days at a public meeting.

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

- **July 28, 2022 Council Meeting**
- **August 3, 2022 Special Meeting**

8.2. Presentation, discussion, and possible action regarding adoption of Resolution No. 08-11-22-8.2 approving the proposed Program Year 2022 Annual Action Plan, Fiscal Year 2023 Community Development Budget, and Substantial Amendment to the 2020-2024 Consolidated Plan.

8.3. Presentation, discussion, and possible action regarding the second and final renewal of a contract for Overhead Electric Distribution Construction and Maintenance to Southern Electric Corporation of Mississippi for an amount not to exceed \$750,000.

8.4. Presentation, discussion, and possible action regarding an annual blanket price agreement for emergency medical supplies with Bound Tree Medical, LLC for an estimated annual expenditure of \$250,000.

8.5. Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of \$82,944 to the Annual Refuse Container Lease Agreement with Texas Commercial Waste.

8.6. Presentation, discussion, and possible action on an Ordinance No. 2022-4375 authorizing a General and Special Election to be held on November 8, 2022, for the purpose of electing a Mayor, City Councilmember Place 1, City Councilmember Place 2, and to fill a vacancy for the two-year remainder of the unexpired term of office of Councilmember, Place 5, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. (Presentación, discusión y posible acción sobre una ordenanza no. 2022-4375 que autoriza una Elección General y Especial para realizarse el 8 de noviembre de 2022, con el propósito de elegir a un Alcalde y a un Miembro del Consejo, Puesto número 1, Miembro del Consejo, Puesto número 2, y para llenar una vacante para los dos años resto del mandato no vencido del Miembro del Consejo, Puesto número 5, por medio de los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones y tomando medidas para llevar a cabo las elecciones.)

8.7. Presentation, discussion, and possible action regarding the first renewal of a service contract with Rios Tree Services, Inc., for an annual amount not to exceed \$150,000 for tree trimming and removal services.

8.8. Presentation, discussion, and possible action regarding Ordinance No. 2022-4376 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Consent Item 8.6 was pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items, with the exception of Items 8.6 and 8.8. The motion carried unanimously.

(8.6) MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted six (6) for and one (1) opposed, with Councilmember Cunha voting against, to approve the Consent Item 8.6, authorizing a General and Special Election to be held on November 8, 2022, for the purpose of electing a Mayor, City Councilmember Place 1, City Councilmember Place 2, and to fill a vacancy for the two-year remainder of the unexpired term of office of Councilmember, Place 5, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election.. The motion carried.

(8.8) MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted six (6) for and one (1) opposed, with Councilmember Cunha voting

against, to approve the Consent Item 8.8, an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency. The motion carried.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion and possible action regarding Ordinance No. 2022-4377 amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the existing PDD Concept Plan on approximately 2 acres of land located at Harper’s Crossing Block 1 Lot 2, more generally located northeast of the intersection of Barron Road and William D Fitch Parkway. Case # REZ2022-000009

Robin Macias, Planning and Development, stated that this request is to modify the existing PDD Planned Development District Concept Plan on approximately 2 acres of a 3.2-acre PDD. The property was previously zoned PDD Planned Development District in 2012 and the associated Concept Plan showed the development of the property in two phases. Phase One was completed with the development of a medical office. Phase Two is undeveloped and is the subject of this Concept Plan amendment. The applicant is proposing to change the site layout from one building to two buildings and change the parking layout. It is the applicant’s intent to build a daycare facility at this location.

The Planning and Zoning Commission heard this item at their July 21, 2022 meeting and voted unanimously to recommend approval. Staff also recommends approval.

At approximately 8:14 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:14 p.m.

MOTION: Upon a motion made by Councilmember Harvell, and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4377, amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the existing PDD Concept Plan on approximately 2 acres of land located at Harper’s Crossing Block 1 Lot 2, more generally located northeast of the intersection of Barron Road and William D Fitch Parkway. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4378 amending the Comprehensive Plan Future Land Use and Character Map from Medical to Urban Residential for approximately 17 acres of land, located at 400 Double Mountain Road. Case #CPA2022-000005

Jesse Dimeolo, Planning and Development, stated that the applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Medical to Urban Residential for approximately 17 acres, located east of Medical Avenue. Urban Residential is defined as areas appropriate for high-density multi-family and attached residential development in various forms and limited non-residential uses. This Comprehensive Plan Amendment is in preparation for a multifamily rezoning of the property to allow for additional residential housing in the area. It is the applicant’s intent to develop multifamily housing that supports medical staff and professionals working at the nearby Baylor Scott & White Hospital.

The Planning and Zoning Commission heard this item at their July 21, 2022 meeting and voted 4-2 to recommend approval. Staff recommends denial of the Comprehensive Plan Future Land Use and Character Map amendment because of the impacts the future land use would have on the planned roadway, land use, and development patterns, which are inconsistent with the Medical District Master Plan.

At approximately 9:12 p.m., Mayor Mooney opened the Public Hearing.

Bob Yancy, College Station, spoke in support of this amendment. He believes it could help with the housing of hospital staff at the nearby Scott and White facility.

There being no further comments, the Public Hearing was closed at 9:12 p.m.

MOTION: Upon a motion made by Councilmember Brick, and a second by Councilmember Nichols, the City Council voted four (4) for and three (3) opposed, with Councilmembers Crompton, Harvell, and Maloney voting against, to adopt Ordinance No. 2022-4378, amending the Comprehensive Plan Future Land Use and Character Map from Medical to Urban Residential for approximately 17 acres of land, located at 400 Double Mountain Road. The motion carried.

9.3. Presentation, discussion, and possible action regarding the City's Indefinite Delivery/Indefinite Quantity (IDIQ) contracts wherein identified firms will provide on-call, as needed, professional and consulting services to the City.

Jennifer Cain, Director Capital Projects, stated that on June 8, 2022, the City of College Station received 55 Statements of Qualifications (SOQ), there were 242 reviews, for professional and consulting services in response to the Request for Qualifications (RFQ) issued on May 2, 2022. The RFQ provided the interested professional and consulting firms with information necessary to prepare and submit their qualifications. The RFQ outlined 34 different categories. The SOQs were reviewed by a committee consisting of staff members from Capital Improvements, Public Works, Water Services, Planning and Development and Public Communication as applicable.

Firms were selected based on the following criteria:

- Firm's General Qualification
- Relevant Experience, Technical Qualifications and Previous Performance

Ms. Cain went on to state that staff recommends approval of the prequalified firms, identified by category, on the Indefinite Delivery/indefinite Quantity (IDIQ) prequalified firm list as an available firm to perform the services within that category. When the City identifies a need for professional or consulting services, the city will utilize the IDIQ prequalified firm list, which is subdivided by categories. City staff will determine what specific category or categories will best fit their project needs. City staff can utilize the firm's services in the designated prequalified categories on an on-call, as-needed basis for a period of three (3) years. The City shall have the option to extend the effective dates of the list for up to two (2) additional one (1) year terms by serving written notice 30 days prior to the expiration of the list.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the City's Indefinite Delivery/Indefinite Quantity (IDIQ) contracts wherein identified firms will provide on-call, as needed, professional and consulting services to the City. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

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

Councilmember Harvell recognized the College Station Police Department Family Event and the Parks Department.

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

Nothing to report.

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

No items brought forward.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 9:37 p.m. on Thursday, August 11, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 17, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, Interim 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 Special Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 5:01 p.m. on Wednesday, June 29, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

- No Executive Session was held.

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

- No Executive Session was held.

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

5. SPECIAL ITEMS

5.1. Presentation, discussion, and possible action on ordinance 2022-4379 to call the General Obligation Bond Election. (Presentación, discusión y posible acción sobre una ordenanza 2022-4379 para convocar a la Elección de Bonos de Obligación General.)

Bryan Woods, City Manager, gave an overview of projects in the potential 2022 Bond Election and included an estimate of the annual O&M several of those projects.

Recap of Texas Independence Ballpark Phase 1

Current Budget	\$16.0 M
• Additional Funding in FY23 Budget	\$ 2.5 M
Total Budget	\$18.5 M
Total Projected Expenses	\$23.0 M
Difference	(\$4.5 M)

Proposed Texas Independence Ballpark Phase 2 Revised Estimates

- Option 1: Four fields with championship field \$30 M + \$23 M = \$53 M
 ✓ TIB Phase II Bond Total = \$24 M
- Option 2: Build 4 fields without championship field \$25 M + \$23 M = \$48 M
 ✓ TIB Phase II Bond Total = \$19 M
- Option 3: Build 2 fields without championship field \$20 M + \$23 M = \$43 M
 ✓ TIB Phase II Bond Total = \$17 M

Bond Proposition C Options

- Option 1: Veterans Park & TIB four fields with championship field \$30.4 M
- Option 2: Veterans Park & TIB four fields without championship field \$25.4 M
- Option 3: Veterans Park & TIB two fields without championship field \$23.4 M

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to approved Option 1 for Bond Proposition C - Veterans Park & TIB four fields with championship field for \$30,400,000. The motion carried unanimously.

Estimated Annual O&M: \$3,000,000

	Fire Station 7	Texas Ind. Ballpark	Thomas Park Pool
Personnel	\$ 2,240,000	\$ 130,000	\$ 70,000
Equipment	\$ 360,000	\$ 20,000	\$ 10,000
Facility Costs (Maintenance, Utilities, IT, etc.)	\$ 60,000	\$ 30,000	\$ 80,000
Total	\$ 2,660,000	\$ 180,000	\$ 160,000

- Proposition A: Public Safety \$18,000,000
- Proposition B: Transportation \$16,100,000
- Proposition C: Sports and Tourism (*with change*) \$30,400,000
 - Texas Independence Ballpark Phase 2
 - Veterans Park Fields 1-6
- Proposition D: Parks Improvements and Redevelopment \$22,000,000
 - Bachmann Park
 - Central Park Operations Shop
 - Tennis Courts
 - Pickleball/futsal
 - Mabel Clare Thomas Park Redevelopment
 - Lincoln Center Area Improvements

August 25, 2022

Item No. 7.2.

Resolution for Safe Streets and Roads for All Grant Application

Sponsor: Jason Schubert

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding adoption of a Resolution to support the submission of a joint grant application with the Bryan/College Station Metropolitan Planning Organization for the Safe Streets and Roads for All program to conduct a county-wide Comprehensive Safety Action Plan.

Relationship to Strategic Goals:

- Fiscal Sustainability
- Core Services & Infrastructure
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends approval.

Summary: As heard at the August 11, 2022 City Council meeting, the Infrastructure Investment and Jobs Act (IIJA), also referred to as the Bipartisan Infrastructure Law, created multiple new discretionary grant programs that are available. One grant, the Safe Streets and Roads For All (SS4A), is intended to align localities and states with the Vision Zero provisions in the IIJA. Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all.

The SS4A grant program will provide funding from FY22-26. Eligible activities include developing a Comprehensive Safety Action Plan; conducting planning, design, and development activities in support of a Safety Action Plan; and/or carrying out projects and strategies identified in an Action Plan. In this first year, 40% of funds available will go toward developing the Safety Action Plan and 60% will go toward implementation. If a Safety Action Plan does not exist, this would be the first step to potentially apply for and receive implementation funding in future years. The grant requires a 20% local match.

The City of College Station does not currently have a Safety Action Plan so would not be eligible for implementation funds at this time. The proposed resolution will be used to support a joint grant application with the Bryan/College Station Metropolitan Planning Organization as the lead applicant and the City of Bryan and Brazos County as other joint applicants. If awarded, the grant would provide funds to develop a county-wide Safety Action Plan.

The deadline to apply is September 15, 2022. The grant application template form and an informational sheet have been attached for reference. Additional information about the grant program can be found at www.transportation.gov/grants/SS4A.

Budget & Financial Summary: The grant application requires a 20% local match. Based on the number of joint applicants and estimated cost to develop the Action Plan, the City is being asked for

a commitment of up to \$20,000. If the grant is awarded, these funds would be expended from the PDS FY23 budget.

Attachments:

1. Resolution
2. SS4A Action Plan Info Sheet
3. SS4A Action Plan Grant Application Template

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING A SAFE STREETS AND ROADS FOR ALL GRANT APPLICATION TO BE SUBMITTED JOINTLY WITH THE BRYAN/COLLEGE STATION METROPOLITAN PLANNING ORGANIZATION AND OTHER LOCAL JURISDICTIONS SEEKING TO CONDUCT A COMPREHENSIVE SAFETY ACTION PLAN.

WHEREAS, crashes that result in death or serious injury are not inevitable, but largely preventable and stem in part from human inattention and less effective designs in accommodating multimodal users in urban environments; and

WHEREAS, the City of College Station is recognized and strives to be continually acknowledged nationally and internationally as a healthy, attractive, desirable, and safe City; and

WHEREAS, the number of deaths and suffering from serious injuries on public streets is a serious public health problem necessitating public action; and

WHEREAS, crashes on public streets necessitate a comprehensive and specific approach to street planning, design, policy, enforcement, legal processes, education and communication in order to provide the most powerful solution to solve the problem; and

WHEREAS, implementing a zero traffic deaths commitment requires the continued support of residents, business owners, and visitors to the City of College Station, acting as individuals and collectively through neighborhood or advocacy organizations to improve the safety, comfort, and usability of public streets for all users; and

WHEREAS, the City of College Station intends to join other cities around the nation in their commitment to eliminate traffic deaths and serious injuries on public streets; now, therefore,

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

PART 1: The City of College Station commits to a goal of zero deaths or serious injuries that are a result of crashes on public streets within the City limits by 2035.

PART 2: The City of College Station acknowledges that achieving this goal requires significant effort and resources and will participate in the development of a Brazos County Comprehensive Safety Action Plan coordinated by the Bryan/College Station Metropolitan Planning Organization following a successful Safe Streets and Roads For All grant award.

PART 3: That the Comprehensive Safety Action Plan will use a data-driven approach and best practices to outline specific steps in planning, engineering, policy, enforcement, engagement and education to reach interim steps toward zero deaths.

PART 4: That that the Comprehensive Safety Action Plan will put equity at its forefront, striving to address the hazards on the most dangerous parts of the transportation network and reduce the harm to the most vulnerable and dependent users, and the Plan will use data and community outreach to develop strategies that aim to end death and serious injuries on public streets in the effort to ensure outcomes will be experienced equitably throughout the City.

PART 5: That the Comprehensive Safety Action Plan will use refined data and public comments from the users of public streets, including those who live in areas that experience high crash rates, and those who advocate for safer streets for all modes obtained through a diverse range of outreach activities designed to understand both concerns and opportunities with advancing this commitment, to determine appropriate and effective steps to achieve the Plan.

PART 6: That the City of College Station is dedicated to measuring the progress, challenges, and successes of the zero traffic deaths commitment and will do so with tangible, reportable metrics that will be reported upon on an annual basis.

PART 7: That the City of College Station acknowledges that the Comprehensive Safety Action Plan may result in changes to the City’s approach to the planning and design of streets, education, engagement and communication techniques, enforcement policies and procedures, and legal and legislative frameworks.

PART 8: That the City of College Station will work with partners in the region who own, manage and use streets in the City to influence the street planning, design, maintenance, operations, and law enforcement, including the State of Texas, Brazos County, Brazos Transit District, and neighboring municipalities to combine similar efforts and leverage individual work efforts to contribute to improvements in safety County-wide.

PART 9: That the City of College Station hereby agrees to provide a local match contribution of up to \$20,000 toward the development of the Comprehensive Safety Action Plan.

PART 10: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 25th day of August, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

This document is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the SS4A website for more information: <https://www.transportation.gov/SS4A>

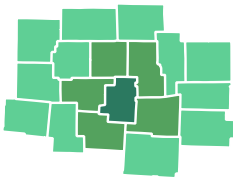
Step 1



Learn about the SS4A Grant Program

- Review the Notice of Funding Opportunity (NOFO).
- Check out [“How to Apply” webinars](#) and other [resources](#).
- Learn more about the Safe System Approach, and comprehensive safety action planning.

Step 2



Decide who will apply

- Confirm that you are [eligible to apply](#).
- Consider whether to apply individually or as part of a joint application with other eligible applicants.

Step 3



Start the process with SAM.gov

- New applicants must obtain a Unique Entity Identifier (UEI).
- Applicants that previously had a DUNS number must confirm UEI.
- Joint Applications chose a single lead applicant with a single UEI.

Step 4

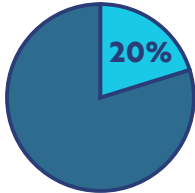


Choose your planning approach

- Will you develop a new plan or complete an existing plan(s)?
- Do you have a plan, but want to pursue supplemental planning activities, including advanced research and analysis?
- See the [SS4A Decision Flow Chart](#) for more guidance.



Step 5



Identify funding match source

- Required local share of at least 20 percent.
- All matching funds must be from non-Federal sources and may include cash or in-kind, e.g., staff labor on project.
- Details on cost-sharing and match can be found in [2 CFR §200.306](#)

Step 6



Prepare application

- Complete [SF forms](#) (424, 424A, 424B, LLL).
- Prepare responses to selection criteria and develop a map.
- Use the [Action Plan Application Template](#) (optional).
- Complete [Self-Certification Eligibility Worksheet](#).

Step 7



Submit application in Grants.gov

- Review application submittal guidance in [Grants.gov](#).
- Apply to the correct package ID [PKG00274330](#).
- Allot time to troubleshoot technical issues and submit by deadline.
- Contact support@grants.gov or 800-518-4726 for assistance.

Step 8



Receive award notification

- Successful applicants will receive notification through Grants.gov via the lead applicants' contact email.
- Officially accept the award and grant agreement terms.

Grant
Awardees
Only





Safe Streets and Roads for All

Action Plan Application Template

This document is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. While using this template is not required, DOT encourages its use to provide elements of the required application information. Additional information is required, to be submitted separately. See page 2 of this template and the SS4A website for more information about required materials: <https://www.transportation.gov/SS4A>

Lead Applicant: _____ UEI: _____

Funding request:
(choose one)

<input type="checkbox"/> New Action Plan <i>Create a new conforming Action Plan</i>	<input type="checkbox"/> Complete Action Plan <i>Complete or update components of an existing plan(s) to create a conforming Action Plan</i>	<input type="checkbox"/> Supplemental Planning Activities <i>Additional planning activities must have a conforming Action Plan documented by a Self-Certification Eligibility Worksheet</i>
---	--	---

Applicant(s)	Jurisdiction Population (#)	Average Annual Motor-Vehicle-Involved Roadway Fatalities 2016 - 2020 (#)	Alternative Fatality Data Optional (indicate source below)	Fatality Rate (per 100,000 population)	Percent of Population in Underserved Communities Census Tracts (%)
	U.S. Census Data	FARS Data			U.S. Census Data

Total Value for Application: _____ %

If submitting a joint application, provide the aggregated values for the full plan area in this row.

If submitting a joint application, provide the individual values for the lead applicant and each joint applicant's individual portion of the plan area in the rows below.

Lead Applicant:					%
_____	_____	_____	_____	_____	_____
Joint Applicant(s):					
1 _____	_____	_____	_____	_____	_____ %
2 _____	_____	_____	_____	_____	_____ %
3 _____	_____	_____	_____	_____	_____ %
4 _____	_____	_____	_____	_____	_____ %

If more than 4 joint applicants, attach a separate table with additional rows for each additional joint applicant



Safe Streets and Roads for All Action Plan Application Template

Lead Applicant's State:

Mark "NA" if a Federally recognized Tribal government

Additional State **#1** that this Action Plan grant will serve:

Additional State **#2** that this Action Plan grant will serve:

Funding Request for Lead Applicant's State (\$):

Provide total cost if a Federally recognized Tribal government

\$ _____

Funding request for Additional State **#1** (\$):

\$ _____

Funding request for Additional State **#2** (\$):

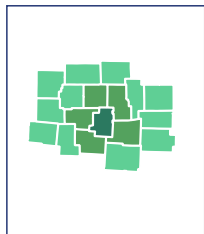
\$ _____

NOFO Criterion #3

Narrative:
(300-word limit)

Remember to provide separately:

Map



Required Forms



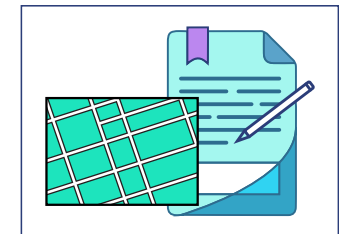
- SF-424 Application for Federal Assistance
 - SF-424A Budget Information for Non-Construction Programs
 - SF-424B Assurances for Non-Construction Programs
 - SF-LLL Disclosure of Lobbying Activities
- Apply to Grants.gov package: PKG00274330

Self-Certification Eligibility Worksheet

Only Required for Supplemental Planning Activities



Other Documentation
Optional



August 25, 2022

Item No. 7.3.

Justice Assistance Grant (JAG) Program Interlocal Agreement

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an Interlocal Agreement with Brazos County and the City of Bryan for the 2022 Byrne Justice Assistance Grant (JAG) Program in which the City of College Station has been allocated \$16,112.60 for the purpose of supporting law enforcement programs.

Relationship to Strategic Goals:

Financial Sustainability

Recommendation(s): Staff recommends council approve this item to receive the grant.

Summary: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions and funds all components of the criminal justice system. JAG funded projects may address crime even through the provision of services directly to individuals and/or communities by improving the effectiveness and efficiency of criminal justice systems, processes and procedures.

College Station Police Department intends to utilize this funding for the purpose of supporting local initiatives, technical assistance, training, equipment, supplies, or information technology projects that will improve or enhance law enforcement programs.

Budget & Financial Summary: The 2022 JAG allocation for Brazos County is \$49,384. The amount is based on a statutory JAG formula that considers the jurisdiction's share of the state population and reported Part 1 violent crime statistics. The grant has no match requirement. Individual recommended allocations designated by the Department of Justice are: Brazos County: \$0.00, Bryan: \$30,428 and College Station: \$18,956 for a total of \$49,384. Brazos County has been certified as a disparate jurisdiction. As such, all jurisdictions must enter into an Interlocal Agreement to specify an award distribution to each unit of local government in a manner that will address disparity and furthermore, must apply for funding jointly.

College Station and Bryan Police Departments have agreed to provide 15% of their recommended funding to Brazos County Sheriff's Office in an effort to address the disparity. After providing 15% to the Brazos County Sheriff's Office, the allocations are as follows: Brazos County: \$7,407.60, Bryan: \$25,863.80 and College Station: \$16,112.60 for a total of \$49,384. College Station Police Department will serve as the administering agency.

Attachments:

1. 2022 JAG Interlocal Agreement 7-18-22

INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into by and between Brazos County, Texas (hereinafter referred to as the “County”), acting through its Commissioners’ Court, the City of College Station (hereinafter referred to as “College Station”), a Texas Home Rule Municipal Corporation, acting through its City Council; and the City of Bryan, Texas (hereinafter referred to as “Bryan”), a Texas Home Rule Municipal Corporation, acting through its City Council.

WHEREAS, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice’s 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, as a condition precedent to receiving a JAG award, the County, College Station, and Bryan are required to enter into an inter-local agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

WHEREAS, College Station will serve as the applicant/fiscal agent; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services; and

WHEREAS, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, College Station agrees to provide the County \$7,407.60 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, College Station agrees to provide Bryan \$25,863.80 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, College Station shall use their \$16,112.60 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan, College Station and the County believe it to be in their best interest to reallocate the JAG funds as described above,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. College Station agrees to pay the County a total of \$7,407.60 of JAG funds.
2. The County agrees to use the \$7,407.60 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. College Station agrees to pay Bryan a total of \$25,863.80 of JAG funds.
4. Bryan agrees to use the \$25,863.80 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. College Station agrees to retain a total of \$16,112.60 of the JAG funds.
6. College Station agrees to use \$16,112.60 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.

- 11. Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2025.
- 12. Indemnification** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
- 13. Consent to Suit.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
- 14. Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
- 15. Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

CITY OF BRYAN: CITY OF COLLEGE STATION: BRAZOS COUNTY:

City Manager	City Manager	County Judge
City of Bryan	City of College Station	Brazos County
300 South Texas Ave.	P. O. Box 9960	200 South Texas Ave., Ste. 332
Bryan, Texas 77803	College Station, Texas 77842	Bryan, Texas 77803

- 16. Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
- 17. Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
- 18. Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

- 19. Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
- 20. Authority to Enter Contract.** Each party has the full power and authority to enter and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
- 21. Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse any other different or subsequent breach.
- 22. Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 23. Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
- 24. Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED this the _____ day of _____, 2022 by **CITY OF BRYAN**.

CITY OF BRYAN

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

EXECUTED this the ____ day of _____, 2022 by **CITY OF COLLEGE STATION**.

CITY OF COLLEGE STATION

By:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Manager

City Attorney

Assistant City Manager/CFO

EXECUTED this the _____ day of _____, 2022 by **BRAZOS COUNTY**.

COUNTY OF BRAZOS

By:

County Judge

ATTEST:

APPROVED AS TO FORM:

County Clerk

Counsel for Brazos County

August 25, 2022

Item No. 7.4.

Atmos Cities Steering Committee (ACSC) Rate Review Mechanism (RRM) Ordinance

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of the Atmos Cities Steering Committee (ACSC) Rate Review Mechanism (RRM) Ordinance.

Relationship to Strategic Goals:

Good Governance

Recommendation(s):

Summary: The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million.

The Legislature’s GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex’s claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before September 30, 2022. New rates become effective October 1, 2022.

Budget & Financial Summary:

Attachments:

1. College Station 2022 Atmos Mid-Tex RRM Ord wExhibits_v7-28-2022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of College Station, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

ORDINANCE NO. _____

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex’s 2022 RRM filing, is in the public interest, and is consistent with the City’s authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex’s plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex’s next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company’s 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

ORDINANCE NO. _____

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS ON THIS THE _____ DAY OF _____, 2022.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment 1

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Attachment 2

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

17
18 Notes:

- 19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.
20 2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.
21 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.						<u>Current</u>	<u>Proposed</u>	<u>Change</u>
1	Rate R @ 43.8 Ccf							
2	Customer charge					\$ 20.85		
3	Consumption charge	43.8	CCF	X \$ 0.27979 =		12.25		
4	Rider GCR Part A	43.8	CCF	X \$ 0.35744 =		15.66		
5	Rider GCR Part B	43.8	CCF	X \$ 0.35918 =		15.73		
6	Subtotal					\$ 64.49		
7	Rider FF & Rider TAX			X 0.06408 =	\$ 64.49	4.13		
8	Total					<u>\$ 68.62</u>		
9								
10	Customer charge						\$ 21.55	
11	Consumption charge	43.8	CCF	X \$ 0.36223 =			15.87	
12	Rider GCR Part A	43.8	CCF	X \$ 0.35744 =			15.66	
13	Rider GCR Part B	43.8	CCF	X \$ 0.35918 =			15.73	
14	Subtotal						\$ 68.81	
15	Rider FF & Rider TAX			X 0.06408 =	\$ 68.81	4.41		
16	Total					<u>\$ 73.22</u>	\$ 4.60	
17								6.71%
18								
19	Rate C @ 345.7 Ccf							
20	Customer charge					\$ 56.50		
21	Consumption charge	345.7	CCF	X \$ 0.12263 =		42.39		
22	Rider GCR Part A	345.7	CCF	X \$ 0.35744 =		123.56		
23	Rider GCR Part B	345.7	CCF	X \$ 0.26532 =		91.71		
24	Subtotal					\$ 314.16		
25	Rider FF & Rider TAX			X 0.06408 =	\$ 314.16	20.13		
26	Total					<u>\$ 334.29</u>		
27								
28	Customer charge						\$ 63.50	
29	Consumption charge	345.7	CCF	X \$ 0.14137 =			48.87	
30	Rider GCR Part A	345.7	CCF	X \$ 0.35744 =			123.56	
31	Rider GCR Part B	345.7	CCF	X \$ 0.26532 =			91.71	
32	Subtotal						\$ 327.64	
33	Rider FF & Rider TAX			X 0.06408 =	\$ 327.64	20.99		
34	Total					<u>\$ 348.63</u>	\$ 14.34	
35								4.29%

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.						<u>Current</u>	<u>Proposed</u>	<u>Change</u>
36	Rate I @ 4278 MMBTU							
37	Customer charge				\$ 1,054.75			
38	Consumption charge	1,500	MMBTU	X \$ 0.4330 =	649.50			
39	Consumption charge	2,778	MMBTU	X \$ 0.3171 =	880.80			
40	Consumption charge	0	MMBTU	X \$ 0.0680 =	-			
41	Rider GCR Part A	4,278	MMBTU	X \$ 3.4906 =	14,931.86			
42	Rider GCR Part B	4,278	MMBTU	X \$ 0.5485 =	2,346.33			
43	Subtotal				\$ 19,863.24			
44	Rider FF & Rider TAX			X 0.06408 =	1,272.82			
45	Total				<u>\$ 21,136.06</u>			
46								
47	Customer charge					\$ 1,204.50		
48	Consumption charge	1,500	MMBTU	X \$ 0.4939 =		740.85		
49	Consumption charge	2,778	MMBTU	X \$ 0.3617 =		1,004.69		
50	Consumption charge	0	MMBTU	X \$ 0.0776 =		-		
51	Rider GCR Part A	4,278	MMBTU	X \$ 3.4906 =		14,931.86		
52	Rider GCR Part B	4,278	MMBTU	X \$ 0.5485 =		2,346.33		
53	Subtotal					\$ 20,228.23		
54	Rider FF & Rider TAX			X 0.06408 =		1,296.21		
55	Total					<u>\$ 21,524.44</u>	\$ 388.38	
56								
57	Rate T @ 4278 MMBTU							1.84%
58	Customer charge				\$ 1,054.75			
59	Consumption charge	1,500	MMBTU	X \$ 0.4330 =	649.50			
60	Consumption charge	2,778	MMBTU	X \$ 0.3171 =	880.80			
61	Consumption charge	0	MMBTU	X \$ 0.0680 =	-			
62	Rider GCR Part B	4,278	MMBTU	X \$ 0.5485 =	2,346.33			
63	Subtotal				\$ 4,931.38			
64	Rider FF & Rider TAX			X 0.06408 =	316.00			
65	Total				<u>\$ 5,247.38</u>			
66								
67	Customer charge					\$ 1,204.50		
68	Consumption charge	1,500	MMBTU	X \$ 0.4939 =		740.85		
69	Consumption charge	2,778	MMBTU	X \$ 0.3617 =		1,004.69		
70	Consumption charge	0	MMBTU	X \$ 0.0776 =		-		
71	Rider GCR Part B	4,278	MMBTU	X \$ 0.5485 =		2,346.33		
72	Subtotal					\$ 5,296.37		
73	Rider FF & Rider TAX			X 0.06408 =		339.39		
74	Total					<u>\$ 5,635.76</u>	\$ 388.38	
75								
							7.40%	

August 25, 2022
Item No. 7.5.
2022 TAMU Football Post Game Day Traffic Control

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in the amount of \$115,000 for the 2022 TAMU Football Post Game Day Traffic Control.

Relationship to Strategic Goals:
Improving Mobility

Recommendation(s): Staff recommends approval of contract.

Summary: Public Works, working with other departments and agencies, manages several traffic control operations following each Texas A&M University home football game. These operations allow motorists and pedestrians to safely and efficiently exit the stadium at the conclusion of each game. Part of this effort is the deployment of city-owned traffic control equipment at various locations to close some roadway access points and increase roadway capacities. Public Works utilizes a contractor to complete this work. Using the BuyBoard purchasing co-op, Buyers Barricades Houston, LLC will provide these services for the entire football season for a not-to-exceed amount of \$115,000.

Budget & Financial Summary: Budget for the deployment of game day traffic control is included in both FY 22 and FY 23 street maintenance budgets.

Attachments:

1. BuyBoard Quote
2. 2022 TAMU Game Day Traffic Control Locations Map



HOUSTON - Remittance Address P.O. Box 733731
Dallas, TX 75373-3731
 281-453-6400

SALES QUOTATION

Quote Date	Quote ID
7/18/2022	MC071822COCS

Valid Through: 6/11/2021

City Of College Station

Marshall Wallace
 PO Box 9960
 College Station, TX 77842
 Phone: 979-764-3569

Job Location:

2022 Gameday Traffic Control
 City Of College Station
 Quote Created By: Mikey

Item Description	Price	UOM	Quantity	Total
Gameday Traffic Control (Price per Game)	\$16,500.00	Per Each	7	\$115,500.00

Note: The * indicates taxable items.

BUYBOARD QUOTE Contract #608-20
 Line Item 18

Included: Mobilization covers initial set up and complete return of material. Partial Returns are subject to additional charges.

Return Fee will be charged in accordance with all delivery fees. Material must be picked up in same manner dropped off or additional fees may be applied.

Add'l Terms: All invoices are due Net 15.

14 (Fourteen) days minimum required before job start.

 Kevin
 Buyers Barricades
 7/18/2022
 Date

Visit Our Website at www.buyersbarricades.com

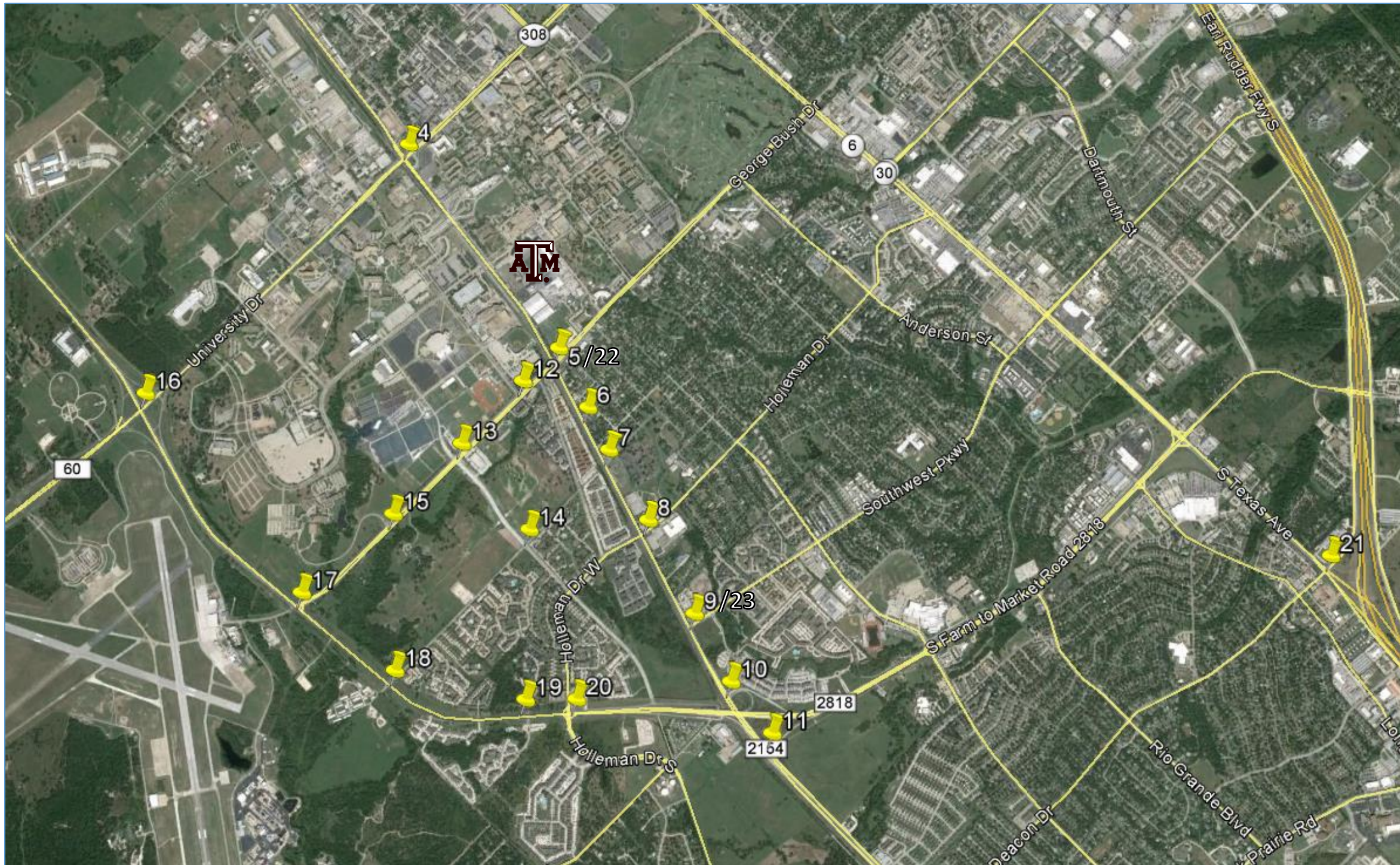
Accepted By:

 Signature Date

 Print Name

 Title

 Company



INDEX OF SHEETS

- 1. Title Sheet
- 2A. General Notes & Deployment Plan
- 2B. Removal Plan
- 3. Specifications
- 4A. Wellborn Road at University Drive
- 4B. Wellborn Road at University Drive
- 5. Wellborn Road at George Bush Drive
- 6. Wellborn Road at Fidelity Street
- 7. Wellborn Road at Luther Street
- 8. Wellborn Road at Holleman Drive
- 9. Wellborn Road at Southwest Parkway
- 10. Wellborn Road at FM 2818 north intersection
- 11. Wellborn Road at FM 2818 south intersection
- 12. George Bush Drive at Olsen Blvd
- 13. George Bush Drive at Penberthy Drive
- 14. Luther Street at Penberthy Drive
- 15. George Bush Drive at Barbara Bush Drive
- 16. FM 2818 at Raymond Stotzer Pkwy
- 17. FM 2818 at George Bush Drive
- 18. FM 2818 at Luther Street
- 19. FM 2818 at west of Holleman Drive
- 20. FM 2818 at Holleman Drive
- 21. Texas Avenue at Deacon Drive
- 22. Wellborn Road at George Bush Drive Modification
- 23. Wellborn Road at Southwest Parkway Modification
- 24.- 37. TxDOT Standard Sheets

Texas A&M Football Post Game Traffic Control Plan

In partnership between:



August 25, 2022

Item No. 7.6.

Traffic Calming Implementation and Construction Contract

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the award of a construction contract to Larry Young Paving Inc. in the amount of \$199,410 for Traffic Calming Implementation and Construction.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Neighborhood Integrity
- Improving Mobility

Recommendation(s): Staff recommends awarding the construction contract to Larry Young Paving, Inc.

Summary: In 2019, City Council approved a Traffic Calming Policy to reduce the impact of traffic and speed on local neighborhoods and residential streets. This policy provides a process for a particular street or area to request consideration of traffic calming measures and sets guidelines for determining which measures will be utilized. A working group of residents is appointed and develops options that are ultimately voted on by the street and/or area. Four areas were considered for traffic calming for the 2021-2022 cycle, three of which were approved in accordance with the voting process outlined in the policy. The locations of these approved implementations are Pebble Creek, Renee Lane, and Ashburn Avenue.

As part of the FY 22 budget, a service level adjustment (SLA) was approved to implement these improvements. The improvements include installation of speed humps on Renee Lane and Ashburn Avenue as well as striping, a speed feedback sign, and a crosswalk with rapid flashing beacon in the Pebble Creek neighborhood.

An invitation to bid was issued and only one bid was received from Larry Young Paving, Inc. Due to instability of pricing, previous work record, and unlikeliness of additional bidders, staff recommends awarding the contract to Larry Young Paving, Inc.

Budget & Financial Summary: Budget for the construction and implementation of traffic calming is available through an approved FY 22 SLA.

Attachments:

1. Bid Tabulation - Traffic Calming
2. Location Map

City of College Station - Purchasing Division
Bid Tabulation for #22-066
"Traffic Calming Implementation and Construction"
Open Date: Monday, July18, 2022 @ 2:00 p.m

					Larry Young Paving, Inc. (College Station, TX)	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	
A. GENERAL CONSTRUCTION ITEMS						
1	Mobilization (6%)	1	LS	\$15,000.00	\$15,000.00	
2	Traffic Control	1	LS	\$25,000.00	\$25,000.00	
3	Erosion and Sediment Control	1	LS	\$10,000.00	\$10,000.00	
B. RENEE LANE						
4	Speed Humps	3	EA	\$6,000.00	\$18,000.00	
5	8" Thermoplastic Striping Solid White Line	20	LF	\$30.00	\$600.00	
6	Speed Hump Sign (W17-1)	2	EA	\$900.00	\$1,800.00	
7	Ahead Supplemental Plaque (W16-9P)	2	EA	\$80.00	\$160.00	
Sub-total					\$20,560.00	
C. ASHBURN AVENUE						
8	Speed Humps	2	EA	\$6,000.00	\$12,000.00	
9	Speed Hump Sign (W17-1)	4	EA	\$900.00	\$3,600.00	
Sub-total					\$15,600.00	
D. PEBBLE CREEK PARKWAY						
10	Remove Ex. Pavement Markings	553	LF	\$3.00	\$1,659.00	
11	4" Thermoplastic Striping Solid Yellow Line w/ sealant	1,250	LF	\$3.00	\$3,750.00	
12	Type II-A-A Reflective Markers	18	EA	\$8.00	\$144.00	
13	Type II-C-R Reflective Markers	50	EA	\$8.00	\$400.00	
14	Radar Feedback Sign Assembly w/ Data Collection and Reporting via Bluetooth	2	EA	\$16,000.00	\$32,000.00	
Sub-total					\$37,953.00	
E. SPEARMAN DRIVE						
15	4" Thermoplastic Striping Solid Yellow Line w/ sealant	8,195	LF	\$1.00	\$8,195.00	
16	Type II-A-A Reflective Markers	104	EA	\$8.00	\$832.00	
Sub-total					\$9,027.00	
F. ST ANDREWS DRIVE						
17	Concrete Pavement Removal	40	SY	\$150.00	\$6,000.00	
18	4" Concrete Sidewalk	10	SY	\$650.00	\$6,500.00	
19	Sidewalk Accessibility Curb Ramp	3	EA	\$2,000.00	\$6,000.00	
20	24" Thermoplastic Striping Solid White Line w/ sealant	75	LF	\$15.00	\$1,125.00	
21	8" Thermoplastic Striping Solid White Line w/ Type I-C Reflective Markers	1,115	LF	\$3.00	\$3,345.00	
22	4" Thermoplastic Striping Solid Yellow Line w/ sealant	1,310	LF	\$3.00	\$3,930.00	
23	Type II-A-A Reflective Markers	18	EA	\$15.00	\$270.00	
24	Type I Solid White Pavement Marking w/ sealant - Word - "PED"	2	EA	\$800.00	\$1,600.00	
25	Type I Solid White Pavement Marking w/ sealant - Word - "XING"	2	EA	\$900.00	\$1,800.00	
26	Rectangular Rapid Flashing Beacon Assembly w/ Signage (Double-Sided) and Push Button	2	EA	\$16,000.00	\$32,000.00	
27	Stop for Pedestrians Sign (R1-5b)	2	EA	\$800.00	\$1,600.00	
28	Pedestrian Crossing Sign (W11-2)	2	EA	\$900.00	\$1,800.00	
29	Ahead Supplemental Plaque (W16-9P)	2	EA	\$150.00	\$300.00	
Sub-total					\$66,270.00	
Grand Total					\$199,410.00	
Bid Bond					Y	
Addendum Acknowledged					Y	
Bid Certification					Y	

NOTE: Highlighted Sub-total shows corrected calculated value

If there are any discrepancies between the unit prices and totals, the unit price will prevail on the above

Traffic Calming Implimentation and Construction Location Map

8/25/22



August 25, 2022

Item No. 7.7.

Santa's Wonderland Sponsorship Agreement Renewal

Sponsor: Brian Piscacek, Economic Development Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the second renewal of a sponsorship agreement with Land of Lights, Inc., DBA Santa's Wonderland, in the amount of \$150,000.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the Sponsorship Agreement renewal.

Summary: This is the second and final renewal with Land of Lights, Inc., DBA Santa's Wonderland, to encourage visitor stays by promoting "Christmas in College Station" and maintaining College Station as a premier destination of the Christmas season.

The campaign partnership with Santa's Wonderland includes collaborative advertising to strategic markets, as well as exclusive, on-premise branding.

Budget & Financial Summary: This sponsorship agreement is for \$150,000 and will be paid for using Hotel Occupancy Tax funds from the Tourism budget.

Attachments:

1. 21300017_R2



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300017R2 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Sponsorship Agreement

Name of Contractor: Land of Lights Inc. dba Santa's Wonderland

CONTRACT TOTAL VALUE: \$ 150,000.00 Grant Funded Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A Davis Bacon Wages Used Yes No N/A
Section 3 Plan Incl. Yes No N/A Buy America Required Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT RENEWAL # 2 CHANGE ORDER # OTHER

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

Collaboration with Santa's Wonderland to establish College Station as the Christmas destination in Texas and continue Santa's Wonderland Visitor Stays by promoting "Christmas in College Station"
Agreement Term: Second and last Renewal of Sponsorship payment by the City to Santa's Wonderland
Payments shall be made in three separate payments of \$50,000 (October, November, December 2022) Funding from 31210171-5399

CRC Approval Date*: 9/15/2020 (if required)* Council Approval Date*: 08/25/2022 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

<u>Natalie Ruiz</u>	<u>8/16/2022</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
<u>[Signature]</u>	<u>8/16/2022</u>
LEGAL DEPARTMENT	DATE
<u>[Signature]</u>	<u>8/16/2022</u>
ASST CITY MGR – CFO	DATE

APPROVED & EXECUTED

<u>N/A</u>	<u> </u>
CITY MANAGER	DATE
<u>N/A</u>	<u> </u>
MAYOR (if applicable)	DATE
<u>N/A</u>	<u> </u>
CITY SECRETARY (if applicable)	DATE



July 20, 2022

ATTN: Mr. Scott Medlin
Land of Lights, Inc. dba Santa's Wonderland
PO Box 10151
College Station , TX 77842

RE: C#21300017 Renewal #2
Sponsorship Agreement Renewal

Dear Mr. Medlin,

The City of College Station appreciates the services provided by Land of Lights Inc., this last year. We would like to exercise our option to renew the above referenced sponsorship agreement for the term of October 1, 2022, through September 30, 2023, with an agreement amount of One-Hundred Fifty Thousand, and 00/100 Dollars (\$150,000.00). This is the second and last renewal for this Sponsorship Agreement.

If this agreement renewal meets your company's approval, please provide your confirmation for renewal via return e-mail to rforsyth@cstx.gov, no later than July 28,2022.

Sincerely,

Robyn Forsyth
Buyer C.T.P.M.
City of College Station
1101 Texas Avenue S
College Station, Tx 77840
rforsyth@cstx.gov
979-764-3437

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....
Sponsorship Agreement #21300017 RENEWAL #2 ACCEPTANCE

By signing herewith, I acknowledge and agree to Agreement#21300017 Renewal #2, for the promotion of "Christmas in College Station" in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed One-Hundred Fifty Thousand, and 00/100 Dollars (\$150,000).

I understand this renewal term will be for the period beginning October 1, 2022, through September 30, 2023. This is the second last renewal for this Sponsorship Agreement.

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

CITY OF COLLEGE STATION

By: Scott Medlin
Printed Name: Scott Medlin
Title: Manager
Date: 8/16/2022

By: _____
City Manager
Date: _____

APPROVED:

[Signature]

City Attorney
Date: 8/16/2022

[Signature]

Asst. City Manager/CFO
Date: 8/16/2022



CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 21300017 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Sponsorship Agreement

Name of Contractor: Land of Lights Inc., DBA Santa's Wonderland

CONTRACT TOTAL VALUE: \$ 150,000.00 Grant Funded Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A Davis Bacon Wages Used Yes No N/A
Section 3 Plan Incl. Yes No N/A Buy America Required Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT RENEWAL # CHANGE ORDER # OTHER

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

Collaboration with Santa's wonderland to establish College Station as the Christmas destination in Texas and continue Santa's Wonderland visitor's stay by promoting "Christmas in College Station".
Agreement Term: One year term, with option to renew for two additional one-year terms for total of three years. Sponsorship payments by the City to Santa's Wonderland shall be made in three separate payments of \$50,000 (October, November and December 2020). Funding Account: 31210171-5399.

CRC Approval Date*: 9/15/20 ML ^{(if required)*} Council Approval Date*: 9/24/20 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

Natalie Ruiz 9/17/2020
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

[Signature] 9/21/2020
LEGAL DEPARTMENT DATE

[Signature] 9/18/2020
ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

[Signature] 9/24/2020
CITY MANAGER DATE

N/A N/A
MAYOR (if applicable) DATE

N/A N/A
CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION
SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (“Agreement”) is executed by and between The City of College Station (“City”), A Texas, home-rule municipal corporation, and Land of Lights, Inc., DBA Santa’s Wonderland (“Santa’s Wonderland”), a Texas Corporation.

Whereas, the City has adopted the “City of College Station Sponsorships and Support Requests Policies and Procedures” Policy (“Policy”) setting forth guidelines for the City’s sponsorship of events, programs and services in the community; and

Whereas, Santa’s Wonderland provides a unique form of recreation and entertainment to area residents; and

Whereas, the City desires to assist in promoting and providing such form of recreation and entertainment for the City and Brazos County, Texas; and

Whereas, the City and Santa’s Wonderland share a mutual purpose of enhancing the image of the City as a Christmas destination and attracting more visitors to the City; and

Whereas, the City’s sponsorship of the event, as described in this Agreement, is of general interest and relevance to City residents and the general public; and

Whereas, it is determined that Santa’s Wonderland creates a local impact on City; and

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Event/program/service.** The event, program or service which is the subject of this Agreement is as follows: Promotion of “Christmas in College Station” an ongoing event from December 1, 2020, through December 30, 2020. “Christmas in College Station” shall be marketed as an event to encourage visitors and residents to visit Santa’s Wonderland, City park facilities, City restaurants and retail, and lodge in City hotels designated as a “Christmas in College Station” marketing campaign participant.

2. **Sponsorship.** City agrees to sponsor the above-described event, program or service by being a Cash Sponsor in the amount of Fifty Thousand Dollars (\$50,000) to create a ‘College Station’ sign located on the ice skating rink at Santa’s Wonderland. The City shall provide an additional cash sponsorship in an amount not to exceed One Hundred Thousand Dollars (\$100,000) toward a Santa’s Wonderland marketing campaign with an increased emphasis on the City of College Station. This marketing campaign shall be approved by the City. The City shall also provide a promotional item featuring “Christmas in College Station,” directing hotel guests to visit the campaign’s website. Santa’s Wonderland shall submit an invoice to City in an amount not to exceed Fifty Thousand Dollars (\$50,000) within seven (7) calendar days of the beginning of each

month of October, November, and December, requesting payment for services provided. Payment(s) shall be made within thirty (30) calendar days of City's receipt of approved invoices.

3. **Recognition.** In recognition of City's sponsorship set forth in this Agreement, Santa's Wonderland agrees to provide the following recognition: Not later than November 13, 2020, Santa's Wonderland shall provide a prominently displayed, illuminated 'College Station' sign, accessible for photo opportunities of Santa's Wonderland guests. The illuminated sign shall be no less than twenty five feet wide by twenty feet tall and placed on the ice skating rink located at Santa's Wonderland. Sign shall be approved by a City representative before placement on the ice rink. Santa's Wonderland shall spend an additional One Hundred Thousand Dollars (\$100,000) on a marketing campaign designed to reach individuals who live outside of a seventy-five (75) mile radius of the City. Said marketing campaign shall emphasize the City and participating hotels located within the City. Santa's Wonderland shall provide an accounting in which expenditures toward this marketing campaign are documented. The marketing campaign shall be approved by the City before it is released to the public. Santa's Wonderland shall send marketing emails to email addresses previously provided by Santa's Wonderland patrons and Santa's Wonderland website subscribers which highlight "Christmas in College Station." Emails shall contain the "Christmas in College Station" logo and link. All photo imagery and video shall be approved by City prior to use. Santa's Wonderland shall provide detailed reports containing the following information: online traffic generated to "Christmas in College Station" hotel participants and online traffic generated to "Christmas in College Station" landing page, as well as the results of the survey question related to number of Santa's Wonderland guests who stay at a College Station Hotel.

4. **Compliance.** Santa's Wonderland represents having read and understood the Policy, and agrees to abide by its terms unless expressly provided for otherwise in this Agreement. Santa's Wonderland agrees to adhere to all applicable rules and regulations, including safety regulations.

5. **City Mark Approval.** No materials, or communications, including but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship using the City's logo, marks, or name may be used without the City's written approval.

6. **Additional documents.** The Policy is made a part of this Agreement and is incorporated by reference, and the terms used therein have the same meaning when used in this Agreement. Santa's application or other documentation, if any, shall be attached and made a part of this Agreement. In the event of a conflict, the provisions and information provided by City shall prevail over information provided by Santa's Wonderland; and the information dated later in time by the City shall prevail over earlier information provided by the City.

7. **Designation of Christmas in College Station hotel/retail participant.** College Station hotels, lodges, and College Station retailers may choose to participate in the "Christmas in College Station" marketing campaign. City shall designate participants based on the business agreeing to participate and registering during the designated registration period. All designated participants shall be included in the marketing campaign as referenced above.

8. Indemnification. Santa's Wonderland shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with this Sponsorship Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, Santa's Wonderland, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability. There shall be no additional indemnification other than set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

9. Release. Santa's Wonderland hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers 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 or alleged to be caused by, arising out of, or in connection with the this Sponsorship Agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance. There shall be no additional release other than set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10. Insurance. The Applicant has filed with the City a certificate or certificates of insurance which meet the following requirements:

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

- (a) Commercial General Liability insurance shall be written by a carrier rated A:VIII or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being available for review and acceptance.
- (e) The coverage shall not exclude: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Personal & Advertising Liability; Host Liquor Liability Coverage

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated A: VIII or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 on the declarations page.
- (e) The coverage shall include owned autos, leased and rented autos, non-owned autos, hired autos and any autos.

Endorsement Required. Those policies set forth in the above Insurance section shall contain an endorsement listing the City as an Additional Insured and further providing that those policies are primary to any City insurance policies which shall be non-contributory. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by Santa's Wonderland in compliance with the terms of this Agreement. Santa's Wonderland shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance with evidence of endorsements shall be furnished to the City's Representative at the time of execution of this Agreement on the most current State of Texas Department of Insurance-approved forms, attached hereto as Exhibit A, and approved by the City before work commences.

11. **Term.** The term of this Agreement is for one (1) year, with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

12. **Termination.** The City may terminate this Agreement for convenience with thirty (30) days written notice for any reason. In the event of such termination the City will notify Santa's Wonderland in writing and the obligations of the City shall cease.

13. **Choice of Law.** This Agreement 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.

14. **No Boycott of Israel.** To the extent this Contract is considered a contract for goods or services

subject to § 2270.002 Texas Government Code, User verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

15. Amendment. This Agreement may only be amended by written instrument approved and executed by both parties.

16. This Agreement shall never be deemed or construed to create a partnership or joint venture between the parties.

17. Waiver. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

18. Assignment. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.


19. Entire Agreement. This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

This Agreement shall become binding on the date of the last signature of the Authorized Representative, as identified in the signature blocks below.


Land of Lights DBA
Santa's Wonderland

City of College Station

By: Scott Medlin
Name: Scott Medlin
Title: President
Date: 9/17/2020

By: 
City Manager
Date: 9/24/2020

APPROVED:


City Attorney
Date: 9/21/2020


Assistant City Manager/CFO
Date: 9/18/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2022

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

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

PRODUCER K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: EVENTS & ATTRACTIONS	
	PHONE (A/C, No, Ext): 800-553-8368 x5589	FAX (A/C, No): 312-381-6003
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NATIONAL CASUALTY COMPANY		11991
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** C145219 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY \$1,000,000 EA OCCUR/ \$1,000,000 AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	KKO0000026664600	6/7/2022 12:01 AM	6/7/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 LEGAL LIAB TO PARTICIPANTS NC PROFESSIONAL LIABILITY
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KKO0000026664800	6/7/2022 12:01 AM	6/7/2023 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XKO0000026664900	6/7/2022 12:01 AM	6/7/2023 12:01 AM	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES.

GENERAL LIABILITY: \$5,000 PER OCCURRENCE DEDUCTIBLE

CERTIFICATE HOLDER CITY OF COLLEGE STATION ATTN: RISK MANAGER PO BOX 9960 COLLEGE STATION, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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August 25, 2022

Item No. 7.8.

Presentation, discussion and possible action to authorize expenditure of funds for Fiscal Year 2023 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2023 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Sustainable City

Recommendation(s): Staff respectfully recommends approval of the purchase requests as listed on the attached spreadsheet, and the authorization for the City Manager to approve contracts and expenditures that are on the exemption list.

Summary: Every fiscal year there are a number of expenditures incorporated in the approved budget that are not subject to competitive bidding or proposals. These expenditures are for sole source purchases; expenditures for personal, professional or planning services; captive replacement parts for equipment, and other exemptions more fully described in LGC 252.022 and other expenditures for interlocal contracts or fees mandated by state law. The intent of this item is for Council to authorize the expenditure(s) which will provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

Budget & Financial Summary: Funds are either available or budgeted for each of the listed purchase requests in the Fiscal Year 2023 budget in various funds of the City, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments:

1. 2023 Exemptions List Over \$100K

2023 Annual Exemptions

	FY 2022 Approved	FY 2023 Request
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance		
AngelTrax (Fleet Video/GPS/Diagnostic Product Maintenance)	\$98,000.00	\$132,868.00
Azteca (Cityworks Product Maintenance)	\$100,000.00	\$105,000.00
Tyler Technologies (MUNIS Product Maintenance and Services) <i>MUNIS is the City's Enterprise Resource Planning (ERP) system.</i>	\$151,000.00	\$161,804.00
CentralSquare (Inform Product Maintenance) <i>Annual maintenance fees for the Computer Aided Dispatch and automated Records Management System (CAD/RMS) used by Police and Fire Dispatch.</i>	\$210,000.00	\$290,501.00
Heil of Texas (OEM Parts/Services for Autocars)	\$100,000.00	\$145,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services		
City of Bryan (Utilities for wells and pump station)	\$1,000,000.00	\$1,000,000.00
Frontier (Local/Long Distance Phone Service)	\$150,000.00	\$150,000.00
Entergy (Well 8 & Well 9 electrical power)	\$250,000.00	\$250,000.00
Expenditures pursuant to established interlocal agreements (ILA's) with various agencies		
ILA with BVSWMMA <i>This expense is for landfill disposal fees.</i>	\$1,650,000.00	\$1,650,000.00
ILA with Brazos Central Appraisal District <i>This is the City's portion of the funding of the Brazos Central Appraisal District.</i>	\$510,000.00	\$576,000.00
ILA with City of Bryan (Library services) <i>Interlocal agreement with the City of Bryan for the management of the Larry J. Ringer Library. The library is owned by the COCS but is managed (O&M) by the City of Bryan.</i>	\$1,420,430.00	\$1,303,000.00
ILA with OMNIA Partners for Office Depot/ODB Business Solutions, LLC (office supplies and equipment) <i>All products and services available through NIPA cooperative contracts have been competitively solicited and publicly awarded utilizing industry best practices, processes and procedures. Office Depot has a local store and two-day delivery for orders placed online.</i>	\$120,000.00	\$120,000.00
Brazos County Health Department <i>This expense is for the City's portion of the funding of the Brazos County Health Department.</i>	\$479,000.00	\$479,000.00
Preferred Access Funding Agreement <i>As part of the effort to pay for the renovation of Kyle Field, the COCS, worked to secure funding through the Hotel Occupancy Tax for the project. A portion of the current COCS HOT tax from visitors who stay at College Station hotels is being utilized through a Facilities Access Agreement that provides access to certain facilities at TAMU at preferred rates for events that will bring more visitors and tourists to the community. This exemption item is for the annual payment that is made as a result of that agreement.</i>	\$755,000.00	\$420,000.00
ILA with TASB (BuyBoard) for GT Distributors to supply duty gear, body armor, firearms/ammo, SWAT equipment, etc.	\$144,000.00	\$300,000.00
ILA with TASB (BuyBoard) for Gall's Parent Holdings to supply Police/Fire uniforms and alterations	\$140,000.00	\$150,000.00
Expenditures for mandated state fees		
TCEQ (inspections/assessments, permitting fees - W/WW) <i>Oversees all permitting, planning and monitoring of the state's water resources. These are mandated fees and the amounts requested each fiscal year are best estimates.</i>	\$200,000.00	\$200,000.00
BV Groundwater Conservation District - Assessment fees <i>These are mandated fees that are based on the amount of groundwater the City pumps. There is no rate increase; however, more pumping is anticipated due to increased population.</i>	\$210,000.00	\$210,000.00

August 25, 2022
Item No. 7.9.
Annual Audit Agreement

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to approve the fourth renewal of an annual contract for Professional Auditing Services with FORVIS, LLP (formerly BKD, LLP) for an amount not to exceed \$134,294.

Relationship to Strategic Goals:

1. Good Governance
2. Financial Sustainability
3. Sustainable City

Recommendation(s): Staff respectfully recommends approving the fourth renewal of the annual contract with FORVIS, LLP for Professional Auditing Services.

Summary: June 2018, staff solicited proposals for professional auditing services for the fiscal year ending September 30, 2018 with the option of renewing the contract annually for up to four (4) additional years. Upon completion of the evaluation, interview and scoring processes, the Audit Committee recommended BKD, LLP (Now FORVIS, LLP) for award of contract which was approved by City Council on August 9, 2018. The audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards and the Uniform Guidance.

Budget & Financial Summary: Funds are available and budgeted in the General Fund and in the Community Development budget.

Attachments:

None

August 25, 2022
Item No. 7.10.
Chapter 38 City Facility Parking

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," by adding Division 5 "City Facility Parking".

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends the City Council approval of the ordinance to align Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," with charges as provided by Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas

Summary: During the review of the fee resolution for FY23, it was determined that the parking fees could be consolidated and simplified within the fee resolution. This item aligns the ordinance with the simplifications done in the fee resolution.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2023 budget document at Appendix D.

Attachments:

1. CH 38 City Parking Fees Ord

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE II “STOPPING, STANDING AND PARKING,” BY AMENDING AND ADDING CERTAIN SECTIONS ALLOWING CITY FACILITY PARKING FEES, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, “Traffic and Vehicles,” Article II “Stopping, Standing and Parking, by amending and adding certain sections related to City facility parking of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article II “Stopping, Standing and Parking,” is hereby amended by adding Division 5 “City Facility Parking”:

Division 5 City Facility Parking

Sec. 38-1101 Miscellaneous City Facility Parking

- (a) The City may charge for the use of any of its facilities for parking that are not specified by another ordinance.
- (b) The City Manager or designee may adjust the parking fee up to or below the amounts established for City facility parking. The fees established in Section 2-117 shall be charged for parking that are not specified by another ordinance.

August 25, 2022

Item No. 7.11.

Annual Contract for Temporary Employment Services

Sponsor: Alison Pond, Director of Human Resources

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding renewing the contract for Temporary Employment Services with Spherion Staffing LLC (“Spherion”) for a total estimated annual expenditure of \$190,000.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff respectfully recommends approval to renew the contract for an additional one-year term.

Summary: From time to time, for continued City operations, it is necessary to retain temporary staffing services. These services allow City departments to fill short-term vacancies with temporary workers. In some cases, when in the best interest of the City, the City may choose to convert/hire these workers as full-time City employees. The temp-to-perm option is beneficial in some cases as it gives both the employer and prospective hire to see if the permanent relationship would be mutually beneficial.

In accordance with Chapter 791 of the Texas Government Code, the City has established an interlocal agreement with Texas A&M that allows the City to piggyback their contracts. Procuring services in this manner satisfies state law bidding requirements. The City desires to renew the contract for a second one-year term for an estimated annual expenditure of \$190,000. This renewal will be the second of four possible one-year renewal options.

Budget & Financial Summary: Funding is available in various department and project budgets.

Attachments:

1. Spherion Staffing Contract Renewal



RENEWAL 2 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 21300395, Temporary Employment Services, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00).

I understand this renewal term will be for September 1, 2022 through August 31, 2023. This is the second of four (4) possible renewal options available.

SPHERION STAFFING, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/ CFO
Date: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Spherion Staffing, LLC	
POLICY NUMBER See Certificate Numbe 570094542205			
CARRIER See Certificate Numbe 570094542205	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		SCFC68910985 WI	10/01/2021	10/01/2022		
	OTHER							
F	E&O-MPL-Primary			EOC435913813 Claims-Made w/CyberLiab. SIR applies per policy terms & conditions	01/01/2022	01/01/2023	Ea Claim / Aggregate	\$1,000,000



AGENCY CUSTOMER ID: 570000019132

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Spherion Staffing, LLC	
POLICY NUMBER See Certificate Numbe 570094542205			
CARRIER See Certificate Numbe 570094542205	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Schedule of Insureds

Randstad North America, Inc.
 Randstad Professionals US, LLC
 DBA:
 Randstad Engineering
 Randstad Healthcare
 Randstad Life Sciences
 Randstad Sourceright
 Tatum
 Randstad North America, Inc.
 DBA:
 Randstad Federal LLC
 Randstad Technologies, LLC
 Pareto Law Inc.
 Randstad RiseSmart, Inc.
 Monster Worldwide, Inc.
 Randstad General Partner US LLC
 Randstad US LLC
 Celerity IT LLC

August 25, 2022
Item No. 7.12.
SCADA System Video Security Integration

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the purchase of SCADA system video integration hardware and software from CDW-G, LLC for \$141,587.12 and from the Reynolds Company for \$219,856.61.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this purchase request with CDW-G, LLC in the amount of \$141,587.12 and Reynolds Company for \$219,856.61.

Summary: This request would fund the replacement and upgrades of significant hardware and software components of the Water Services Department's Supervisory Control and Data Acquisition (SCADA) system and will allow full integration with upgraded video security systems. The scope and detail of this purchase package has been discussed with the City's Information and Technology (I.T.) Department, as well as the CSU-Electric Utility SCADA group. All associated departments have a consensus that the purchases are warranted and are compliant with best management practices for the industry.

Pricing is set through various cooperatives that have been competitively bid and satisfy State procurement requirements (see attached quotes for specific cooperative contract numbers). The Water Services Department has also standardized the use of Rockwell Automation systems and the Reynolds Company has been previously approved as the vendor for our region.

Budget & Financial Summary: Budget in the amount of \$580,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A total of \$153,024 has been expended or committed to date, leaving a balance of \$426,976 for this contract and future expenses.

Attachments:

1. CDW Hardware and Software Purchase Quotes
2. Reynolds Company Hardware and Software Purchase Quotes

QUOTE CONFIRMATION



DEAR MICHAEL KELLOGG,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVWT074	7/6/2022	HARDWARE	1915115	\$28,350.94

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
HP t540 - USFF - Ryzen Embedded R1305G 1.5 GHz - 4 GB - flash 16 GB - US Mfg. Part#: 1X6E9AT#ABA Contract: TXDIR - HP DIR-TSO-4159 (DIR-TSO-4159)	13	6412152	\$373.53	\$4,855.89	
HP E27 G4 - E-Series - LED monitor - Full HD (1080p) - 27" Mfg. Part#: 9VG71AA#ABA Contract: TXDIR - HP DIR-TSO-4159 (DIR-TSO-4159)	12	6357810	\$309.05	\$3,708.60	
StarTech.com 2 Port DisplayPort Dual-Monitor KVM Switch - 4K 60Hz Mfg. Part#: SV231DPDDUA2 UNSPSC: 43211604 Contract: TXDIR - Startech IT HW Peripherals DIR-TSO-3865 (DIR-TSO-3865)	10	4524133	\$253.91	\$2,539.10	
StarTech.com 3ft VESA Certified DisplayPort 1.2 Cable w Latches, DP 4K x 2K Mfg. Part#: DISPLPORT3L UNSPSC: 26121604 Contract: TXDIR - Startech IT HW Peripherals DIR-TSO-3865 (DIR-TSO-3865)	60	2148795	\$12.71	\$762.60	
C2G 2m USB Cable - USB A to USB B Cable - M M Mfg. Part#: 28102 UNSPSC: 26121604 Contract: National IPA Technology Solutions (2018011-01)	20	1245816	\$3.54	\$70.80	
Lenovo ThinkPad P15 Gen 2 - 15.6" - Core i7 11800H - 16 GB RAM - 512 GB SSD Mfg. Part#: 20YQ0031US Contract: TXDIR - Lenovo DIR-CPO-4839 (DIR-CPO-4839)	7	6593574	\$2,198.66	\$15,390.62	
Quectel EM160R-GL - wireless cellular modem - 4G LTE Advanced Mfg. Part#: 4XC1D69579 Contract: TXDIR - Lenovo DIR-CPO-4839 (DIR-CPO-4839)	7	6718585	\$146.19	\$1,023.33	

PURCHASER BILLING INFO	SUBTOTAL	\$28,350.94
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Billing Address: CITY OF COLLEGE STATION ACCOUNTING DIVISION PO BOX 9973 COLLEGE STATION, TX 77842-9973 Phone: (979) 764-3569 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$28,350.94
DELIVER TO Shipping Address: CITY OF COLLEGE STATION MICHAEL KELLOGG 1101 TEXAS AVE SOUTH STE 203 COLLEGE STATION, TX 77842 Shipping Method: UPS Ground	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Bailey Murphy		(877) 536-5831		bailmur@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$28,350.94	\$766.89/Month	\$28,350.94	\$883.70/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR MICHAEL KELLOGG,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVWT267	7/6/2022	SERVER	1915115	\$53,730.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL385 Gen10 Plus - rack-mountable - no CPU - 0 GB - no HDD Mfg. Part#: P14280-B21 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	2	5935717	\$2,922.28	\$5,844.56
AMD EPYC 7402 2.8 GHz processor Mfg. Part#: 100-000000046 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	4	5901349	\$1,993.15	\$7,972.60
HPE SmartMemory - DDR4 - module - 32 GB - DIMM 288-pin - 3200 MHz PC4-256 Mfg. Part#: P07646-B21 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	32	5894847	\$541.56	\$17,329.92
HPE - power supply - hot-plug - 800 Watt - 908 VA Mfg. Part#: 865414-B21 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	4	6457203	\$194.49	\$777.96
HPE NS204i-p Gen10 Plus - storage controller - M.2 NVMe Card PCIe 3.0 (NV) Mfg. Part#: P12965-B21 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	2	6424310	\$1,567.19	\$3,134.38
HPE I350-T4 - network adapter - PCIe 2.0 x4 - Gigabit Ethernet x 4 Mfg. Part#: P21106-B21 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	2	5895066	\$529.84	\$1,059.68
Broadcom BCM57414 - network adapter - PCIe 3.0 x8 - Gigabit Ethernet 10Gb Mfg. Part#: P26262-B21 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	2	6299105	\$877.31	\$1,754.62
HPE Integrated Lights-Out Advanced - license + 3 Years 24x7 Support - 1 ser Mfg. Part#: BD505A UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	2	4447141	\$411.88	\$823.76

QUOTE DETAILS (CONT.)				
HPE Large Form Factor Easy Install Rail Kit rack rail kit - 2U	2	5935724	\$98.04	\$196.08
Mfg. Part#: P22019-B21 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)				
Microsoft Windows Server 2019 Datacenter - license - 24 cores	2	5406060	\$7,362.68	\$14,725.36
Mfg. Part#: P71-09042 UNSPSC: 43233004 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)				
HPE - system cabinet bezel kit - 2U	2	6424420	\$55.54	\$111.08
Mfg. Part#: 867809-B21 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)				

PURCHASER BILLING INFO		SUBTOTAL	\$53,730.00
Billing Address: CITY OF COLLEGE STATION ACCOUNTING DIVISION PO BOX 9973 COLLEGE STATION, TX 77842-9973 Phone: (979) 764-3569 Payment Terms: VISA		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$53,730.00
		DELIVER TO Shipping Address: CITY OF COLLEGE STATION MICHAEL KELLOGG 1101 TEXAS AVE SOUTH STE 203 COLLEGE STATION, TX 77842 Shipping Method: DROP SHIP-GROUND	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Bailey Murphy		(877) 536-5831		bailmur@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$53,730.00	\$1,440.50/Month	\$53,730.00	\$1,664.02/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
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- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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QUOTE CONFIRMATION



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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVWT379	7/6/2022	SOFTWARE	1915115	\$59,506.18

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VMware vSphere Essentials Plus Kit (v. 7) - license - 3 hosts Mfg. Part#: VS7-ESP-KIT-C Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	2	6029862	\$4,383.52	\$8,767.04
VMware Support and Subscription Production - technical support - for VMware Mfg. Part#: VS7-ESP-KIT-3P-SSS-C Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	2	6029870	\$3,062.64	\$6,125.28
Microsoft Windows Server 2019 Datacenter - license - 24 cores Mfg. Part#: P71-09042 UNSPSC: 43233004 Contract: National IPA Technology Solutions (2018011-01)	2	5406060	\$7,362.68	\$14,725.36
Microsoft Windows Server 2019 Datacenter - license - 4 additional cores Mfg. Part#: P71-09082 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	6	5406064	\$1,227.61	\$7,365.66
Microsoft SQL Server 2019 Standard - license - 2 cores Mfg. Part#: 7NQ-01588 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	4	5859357	\$2,746.46	\$10,985.84
Microsoft Office Home and Business 2019 - box pack - 1 PC Mac Mfg. Part#: T5D-03341 Contract: National IPA Technology Solutions (2018011-01)	6	6132713	\$240.42	\$1,442.52
Microsoft Windows Remote Desktop Services 2019 - license - 5 device CALs Mfg. Part#: 6VC-03804 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	6	5557123	\$758.26	\$4,549.56
RED GATE SQL TOOLBELT LIC Mfg. Part#: SKU-64 Electronic distribution - NO MEDIA	1	6067478	\$5,544.92	\$5,544.92

QUOTE DETAILS (CONT.)

Contract: National IPA Technology Solutions (2018011-01)

PURCHASER BILLING INFO		SUBTOTAL	\$59,506.18
Billing Address: CITY OF COLLEGE STATION ACCOUNTING DIVISION PO BOX 9973 COLLEGE STATION, TX 77842-9973 Phone: (979) 764-3569 Payment Terms: VISA		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$59,506.18
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF COLLEGE STATION MICHAEL KELLOGG 1101 TEXAS AVE SOUTH STE 203 COLLEGE STATION, TX 77842 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Bailey Murphy

(877) 536-5831

bailmur@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$59,506.18	\$1,595.36/Month	\$59,506.18	\$1,842.91/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

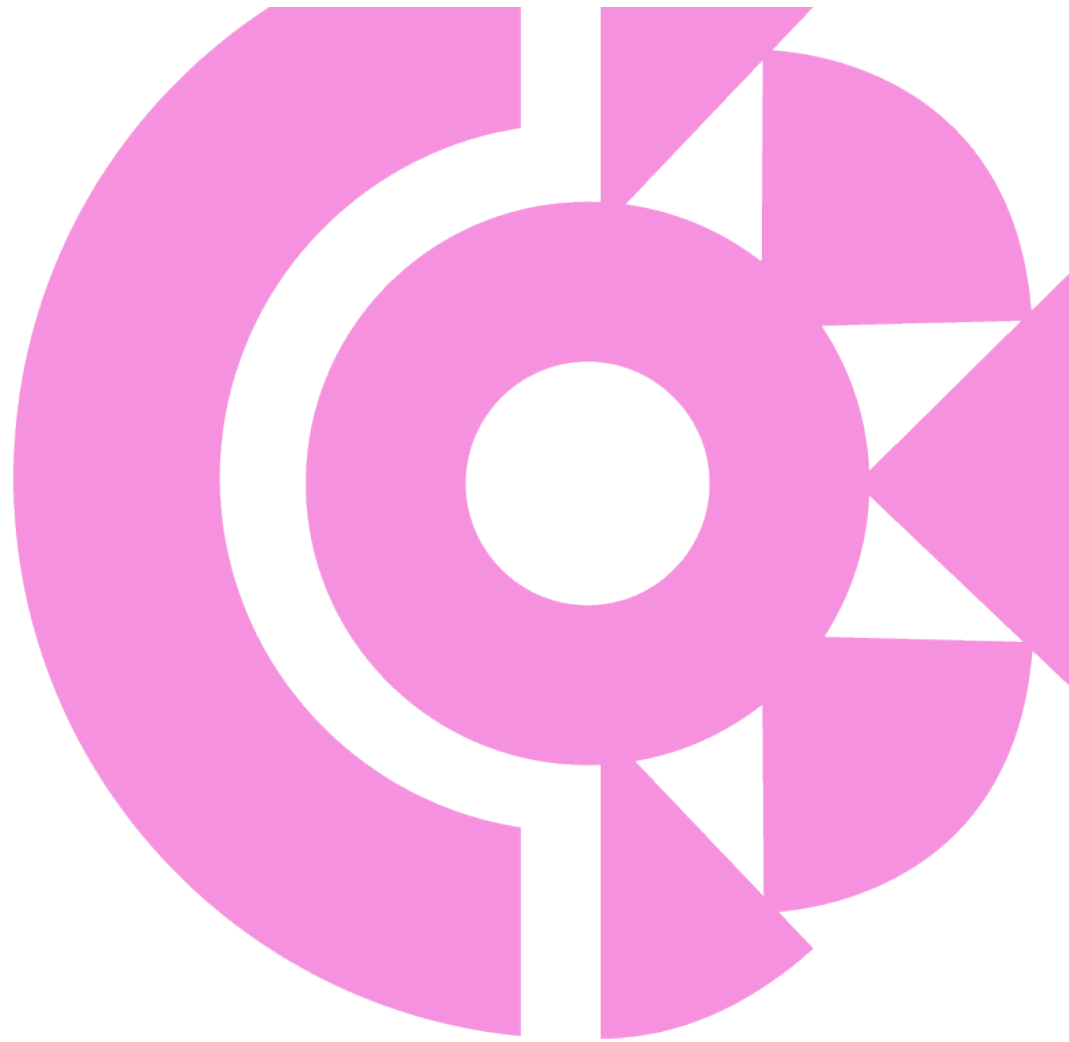
- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
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- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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 For more information, contact a CDW account manager

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Price Quote

Prepared for
City of College Station, TX

Presented to
The Reynolds Company

The Reynolds Company

Ginger Peterson

gpeterson@reynco.com 281-851-7332

Date: July 7, 2022, 2022

Expiration Date: Sep 20, 2022

Proposal Number: CL20208939

Legal Disclaimer

This proposal contains information that is confidential and proprietary and/or trade secrets of Claroty Inc. ("Claroty"), including, but not limited to Claroty knowledge, data as well as other information relating to products, processes, know-how, techniques, designs, technology, formulae, analyses, ideas and inventions. Such information is protected by applicable intellectual property and other international and local laws and treaties. Claroty is the sole and exclusive owner of all intellectual property and other rights, title and interest in and to this proposal and its content. The information contained in this proposal including, but not limited to, the proposed terms set forth therein, and any discussions related thereto and the identity of the parties hereto are confidential and are not to be disclosed to any third party without the express written consent of Claroty.

This proposal is provided for informational purposes only. The execution of the proposal or issuance of a purchase order (PO) to Claroty constitutes a binding commitment by Partner to purchase a license to the items set forth therein. The terms and conditions of this proposal shall apply to any purchase order submitted by the Partner to Claroty pursuant to this proposal and shall supersede any different or additional terms included in any such purchase order. The information contained in this document is subject to change by Claroty without notice and does not constitute any form of warranty, representation, or undertaking. Claroty provides this proposal and the information contained in it on an "as is" basis. Claroty makes no warranties whatsoever, either express or implied, as to merchantability, fitness for a particular purpose, or any other matter. Without limiting the foregoing, Claroty makes no representation or warranty that any data or information contained in this proposal are complete or free from errors, omissions, or defects, nor does it assume any legal liability, whether direct or indirect, or responsibility with respect to the accuracy, completeness, or usefulness of any information or material contained in this proposal.

Products, services, or company names mentioned herein are the property of, and may be the service mark or trademark of, their respective owners.

Claroty's Mission

Claroty's mission is to drive visibility, continuity, and resiliency in the industrial economy by delivering the most comprehensive solutions that secure all connected devices within the four walls of an industrial site, including all OT, Internet of Things (IoT), and industrial IoT (IIoT) assets.

About Claroty

Claroty is the leading industrial cybersecurity company and is trusted by the world's largest enterprises – including Pfizer, General Motors, and Coca-Cola EuroPacific Partners – to reveal, protect, and manage their OT, IoT, and IIoT assets. The Claroty Platform is a complete industrial cybersecurity solution that comprises Claroty's Continuous Threat Detection (CTD), Secure Remote Access (SRA), and Edge technologies to provide a full range of industrial cybersecurity controls for **visibility, risk and vulnerability management, threat detection** and **secure remote access**. With Claroty, companies can better understand their assets, detect threats, and control internal and third-party remote access, leading to improved resiliency and business continuity.

Founded in 2015, Claroty is headquartered in New York City and has a presence in Europe, Asia-Pacific, and Latin America. Claroty's solutions are deployed in thousands of locations and facilities, in over 50 countries, across all seven continents. Claroty serves hundreds of customers worldwide to ensure their assets are protected and secured across sectors ranging from food and beverage and manufacturing to mining and materials, chemicals, and automotive markets.

Claroty's Products

Claroty Edge

is the first-of-its-kind solution that delivers 100% visibility into industrial networks in minutes without requiring network changes, utilizing sensors, or any physical footprint whatsoever. Functioning as a highly flexible edge-data collector, the solution is designed to reveal industrial assets that customers could otherwise only discover via methods that may not always be ideal for all networks, use cases, and objectives.

In addition to enabling customers to discover all managed and unmanaged OT, IoT, and IT assets, as well as identify and manage the vulnerabilities and risks affecting those assets, Claroty Edge supports a broad range of related use cases. Customers can leverage it to fulfill audit requests and report network compliance, conduct M&A due diligence on target third-party environments, and blueprint and optimize future deployments of other Claroty products.

Continuous Threat Detection

was created to help both IT and OT teams overcome challenges associated with digital transformation and a converged IT/OT network environment. As the foundation of The Claroty Platform's comprehensive industrial cybersecurity capabilities, CTD is backed by an unmatched library of industrial protocols, three unique asset discovery methods, proprietary DPI and virtual segmentation technology, and the renowned Claroty research team. This solution empowers customers to reveal and protect their OT, IoT, IIoT assets, detect and respond to the earliest indicators of threats, and seamlessly extend their existing enterprise security and risk infrastructure and programs to harden their industrial networks. CTD extends the same controls IT security teams use to minimize risk in IT environments to OT environments. These controls cover:

- OT Visibility and Asset Management
- Network Segmentation
- Threat and Anomaly Detection
- Vulnerability Management
- Remote Incident Management
- Scalable Data Management and Controls

CTD can be deployed on premises or on the cloud via CTD.Live. This SaaS-based deployment option is uniquely suited to support customers undergoing robust digital transformation initiatives because it is fast, scalable, and ensures CTD's software components, as well as the latest threat intelligence and detection capabilities, are always-up-to-date.

Secure Remote Access

A core component of The Claroty Platform, is an ideal option for customers seeking to provide their internal and/or third-party personnel with frictionless, reliable, and highly secure access to their industrial networks. SRA works in tandem with CTD — with which it is fully integrated — to support a Zero Trust architecture for industrial networks, deliver compensating controls for unpatched or otherwise unsecured assets, and offer response capabilities for incidents related to remote user activity. The scalability of all of these capabilities increases when SRA is combined with CTD.Live. Furthermore, customers can also use Claroty Edge to blueprint and optimize SRA deployments, thereby reducing the time and resources required to fully implement the solution.

Onboarding and Deployment Services

Onboarding /Deployment services will be offered as part of the acceptance of this proposal and is a partnership between Claroty and the end- customer. This onboarding / deployment service is designed to create consistent and predictable onboarding experience for new customers to enable an accelerated time to value; leveraging Claroty's capabilities. The Onboarding/ Deployment package includes time provided by a Claroty solution architect , project management and onboarding / deployment services. The Onboarding / Deployment services provide onboarding for up to 3 end-customer sites, along with an established connection to Claroty's centralized management console (either On-Prem or SaaS). Based on the licenses purchased as listed on the submitted purchase order, a more comprehensive service description will cover the Onboarding / Deployment package's scope , roles & responsibilities, a work breakdown structure and expected deliverables. The onboarding package is designed and limited to providing a remote service and does not include site visits.

Software Pricing:

The following tables list the products, quantities, and pricing quote to the Partner.

Name	SKU	Software	M/S	Quantity	Duration	Comments	Net Price
Claroty Secure Remote Access (SRA-Site), Small	CL-SRAS-S-S	\$10,620.00	\$7,380.00	1	3	Price includes Maintenance & Support	\$18,000.00
Claroty Secure Remote Access (SRA-SAC), Small	CL-SRAC-S-S	\$10,620.00	\$7,380.00	1	3	Price includes Maintenance & Support	\$18,000.00
Total Price							\$36,000.00

Summary

The total commitment for the quotes is as below:

Term	3 Years
Total Price	\$36,000.00

Terms & Conditions

1. The subscription start date shall be the date of acceptance of this proposal.
2. Subscription includes 8/5 Maintenance and Support for the subscription period with Level 1 through Level 3 Maintenance & Support provided by Claroty
3. Acceptance of this proposal indicates Partner's commitment to pay the Total Net Price.
4. Partner shall be invoiced upon acceptance of this proposal. Unless otherwise indicated in the Purchase Order or agreed in writing by Claroty and Partner, Partner shall be invoiced for the Total Net Price upon acceptance of this proposal.
5. The prices are quoted in US Dollars and do not include taxes (as detailed below). All payments due from Partner to Claroty shall be made in US Dollars.
6. Payment terms are net 30.
7. Prices shall be exclusive of all taxes and duties of any kind (including sales, excise or use tax, taxes in lieu thereof, or any other taxes or surcharges which may apply and any interest and penalties) which shall be borne and paid by Partner. If any such tax or duty has to be withheld or deducted from any payment under this proposal, Partner shall gross-up the payment under this proposal by such amount to ensure that after such withholding or deduction, Claroty shall receive a net amount equal to the full amount of the relevant price had payment not been subject to tax withholding.
8. Claroty's End User License Agreement (EULA) and Service Level Agreement, accessible at www.claroty.com/eula, apply and supersede any other terms and conditions other than price, schedule of delivery, and payment terms.



BY ROCKWELL AUTOMATION

Seller: Rockwell Automation, Inc.

1201 South 2nd Street
Milwaukee, Wisconsin 53204
United States
<http://www.fixsoftware.com>

Order Form & Pricing Agreement

Quote #: Q-244972-1
Date: 6/23/2022
Valid Through: 7/22/2022
Proposed By: Brandon Skinner
Email: brandon.skinner@fixsoftware.com

BILL TO

City of College Station
1101 Texas Ave S
College Station, Texas 77840
United States

ORDER INFORMATION

Contract Start Date: 6/30/2022
Contract End Date: 6/29/2023
Billing Frequency: Annual
Payment Method: EFT
Payment Terms: Net 30
PO Number:

Billing Contact:
Michael Kellogg
mkellogg@cstx.gov

Subscriptions	Start Date	End Date	Monthly List Price / Seat	Total Discount (%)	Monthly Net Price / Seat	Prorated Net Price for Term	Qty.	Extended Net Total
CMMS: Enterprise	6/30/2022	6/29/2023	USD 110.00	24.242	USD 83.33	USD 1,000.00	4	USD 4,000.00
TOTAL:								USD 4,000.00

Services	List Price / Hour	Net Price / Hour	Qty.	Extended Net Total
Professional Services: Kickstarter Implementation	USD 9,000.00	USD 9,000.00	1	USD 9,000.00
TOTAL:				USD 9,000.00

NET TOTAL AMOUNT: USD 13,000.00

Pricing does not include applicable taxes
Professional Services Fees exclude any applicable travel expenses for onsite implementations.
If paying annually, any discount includes one month off list price.

Features of the Service Tier as described at www.fixsoftware.com

PRICING AGREEMENT

This Pricing Agreement (this “Agreement”) is between Rockwell Automation, Inc., a US corporation with offices at 1201 South 2nd Street, Milwaukee, WI 53204 and the organization listed below (“Customer” or “You”) and is effective as of the later of the date last signed below, and the Subscription Start Date (the “Effective Date”).

This Agreement sets forth the terms and conditions pursuant to which Customer is subscribing to use the Service (as hereinafter defined) and this Agreement incorporates by reference the Fiix’s Standard Terms and Conditions for the Service (which terms and conditions may be found at <https://www.fiixsoftware.com/legal/master-service-agreement/>) (the “Terms”).

“Service” means Fiix’s cloud-based asset and maintenance management solution (Computerized Maintenance Management Software–CMMS or Enterprise Asset Management–EAM).

Rockwell Automation, Inc:

Customer:

Signature: _____
Name (Print): _____
Title: _____
Date: _____

Signature: _____
Name (Print): _____
Title: _____
Date: _____

Software Subscription Quotation

Quote Information:

Reference Number: SF-0000043701-Q11-N0	Quote details Howard Lee ylee10@rockwellautomation.c om	Quote Terms: Start Date: Jun 30, 2022 End Date: Jun 29, 2023 Type: One Year
Ship-to Address: City of College Station 1101 TEXAS AVE S COLLEGE STATION Texas 77842-0960 ID: 0099121683	Billing Information: City of College Station 1101 TEXAS AVE S COLLEGE STATION Texas 77842-0960 ID: 0099121683	Distributor Information Reynolds Co 10502 Greens Crossing Blvd Houston United States 77038-1494

Additional Comments:

Volume Discount Applied

You can review quotes initiated in the portal via the [My Subscriptions](#) tab in the navigation bar to complete the ordering process.

Product Information:

Historian SE Standard - 1,000 tags Perpetual ID: 9518M-HSTT11 DS: N3/80H	Annual Cost: \$3,006.00 Prorated Annual Cost @ 365 days: \$3,006.00 One Time Cost: \$15,030.00 Quantity: 1 Prorated Bundle Total: \$18,036.00
Historian SE, 1,000 Tag Add On Perpetual	Included In Price
Historian SE, 1,000 Tag Add On Perpetual 8x5 support	Included In Price
Historian SE, 1,000 Tag Add On Perpetual Update	Included In Price
Historian SE, DataLink Client, 5 Users Subscription ID: 9518C-HSTR31 DS: N3/80H	Annual Cost: \$982.00 Prorated Annual Cost @ 365 days: \$982.00 One Time Cost: \$0.00 Quantity: 1 Prorated Bundle Total: \$982.00
Historian SE, DataLink Client, 5 Users	Included In Price
Historian SE, DataLink Client, 5 Users 8x5 support	Included In Price
Historian SE, DataLink Client, 5 Users Update	Included In Price
ThinManager V-FLEX 1 Perpetual ID: 9541M-TMFT11 DS: N2/91F Volume Discount Applied	Annual Cost: \$5,802.50 Prorated Annual Cost @ 365 days: \$5,802.50 One Time Cost: \$29,012.50 Quantity: 25 Prorated Bundle Total: \$34,815.00
ThinManager V-FLEX 1	Included In Price
Standard telephone technical support, 8-5 M-F	Included In Price
ThinManager TMF1PS Updates ESD S/W	Included In Price
Studio 5000 Professional Perpetual ID: 9324M-RLDT31 DS: E3/590	Annual Cost: \$1,585.51 Prorated Annual Cost @ 365 days: \$1,585.51 One Time Cost: \$8,493.84 Quantity: 1 Prorated Bundle Total: \$10,079.35
Studio 5000 Professional	Included In Price
Studio 5000 PROPS ESD 8x5 Supt	Included In Price
Studio 5000 PROPS Updates	Included In Price
FactoryTalk AssetCentre Disaster Recovery - Remote Computers Perpetual ID: 9515M-FTACT20	Annual Cost: \$547.79 Prorated Annual Cost @ 365 days: \$547.79

DS: N3/81H	One Time Cost:	\$4,108.42
	Quantity:	1
	Prorated Bundle Total:	\$4,656.21
FactoryTalk AssetCentre Disaster Recovery - Remote Computers Perpetual		Included In Price
FactoryTalk AssetCentre Disaster Recovery - Remote Computers Perpetual Self support		Included In Price
FactoryTalk AssetCentre Disaster Recovery - Remote Computers Perpetual Update		Included In Price
Thingworx SCP Platform Professional Edition Subscription ID: 95057C-TWXSCPT21 DS: C7/32G	Annual Cost:	\$40,860.60
	Prorated Annual Cost @ 365 days:	\$40,860.60
	One Time Cost:	\$0.00
	Quantity:	1
	Prorated Bundle Total:	\$40,860.60
Thingworx SCP Platform Professional Edition		Included In Price
Standard telephone technical support, 8-5 M-F		Included In Price
ThingWorx SCPPit Pro Updates ESD S/W		Included In Price
FactoryTalk Transaction Manager - 1,500 Tag Limit Perpetual ID: 9356M-FTTMT30 DS: N2/41H	Annual Cost:	\$1,656.96
	Prorated Annual Cost @ 365 days:	\$1,656.96
	One Time Cost:	\$12,325.24
	Quantity:	1
	Prorated Bundle Total:	\$13,982.20
FactoryTalk Transaction Manager Standard - 1,500 Tag Limit		Included In Price
FTTM 15KTPS Self Supt		Included In Price
FTTM 15KTPS Basic Updt S/W		Included In Price
FactoryTalk View SE 10-Client Bundle Perpetual ID: 9701M-VWSSPT11 DS: N2/93F	Annual Cost:	\$6,426.00
	Prorated Annual Cost @ 365 days:	\$6,426.00
	One Time Cost:	\$32,028.00
	Quantity:	2
	Prorated Bundle Total:	\$38,454.00
FactoryTalk View SE 10-Client Bundle		Included In Price
FT View SE 10BDLPS 8x5 Supt		Included In Price
FT View SE 10BDLPS Updates S/W		Included In Price
FactoryTalk Historian Thingworx Connector Subscription ID: 95057C-FTHTWXCT11 DS: C7/32G	Annual Cost:	\$5,140.00
	Prorated Annual Cost @ 365 days:	\$5,140.00
	One Time Cost:	\$0.00
	Quantity:	1
	Prorated Bundle Total:	\$5,140.00
FactoryTalk Historian Thingworx Connector		Included In Price
FTHistorian TWXCONCT 8x5 Sub Supt		Included In Price
FTHistorian TWXCONCT Updates S/W		Included In Price
FactoryTalk AssetCentre Inventory Agent Perpetual ID: 9515M-FTACRT70 DS: N3/81H	Annual Cost:	\$453.70
	Prorated Annual Cost @ 365 days:	\$453.70
	One Time Cost:	\$3,397.55
	Quantity:	1
	Prorated Bundle Total:	\$3,851.25
FactoryTalk AssetCentre Inventory Agent Perpetual		Included In Price
FactoryTalk AssetCentre Inventory Agent Perpetual Self support		Included In Price
FactoryTalk AssetCentre Inventory Agent Perpetual Update		Included In Price

Order Total:

Billing Selection: **Annual Billing**
Annual Cost Total (per year): **\$USD 66,461.06**

Prorated Annual Cost @ 365 days: **\$USD 66,461.06**
One Time Cost Total: **\$USD 104,395.55**

Total before Tax: **\$USD 170,856.61**
Estimated Taxes & Fees: **\$USD 10,000.00**

Quote Terms:

This is a quotation and is subject to change. Purchases placed against this quotation will be confirmed at the time of final ordering. Prices do not include sales, use, excise, customs, value-added or similar taxes. You will pay for all such taxes as may be applicable. All prices are in the currency as specified in this document.

Rockwell Automation's General Terms and Conditions of Sale ("Publication 6500") and the Rockwell Automation End User License Agreement ("EULA") exclusively will govern the sale or licensing by Rockwell Automation of all software will apply exclusively, except where noted above, or as otherwise agreed in writing by authorized representatives of Rockwell Automation. Copies of Publication 6500 and the EULA are available upon request, or can be accessed, respectively, [here](#)

If PTC Cloud or SaaS Services are included on this quotation the applicable terms of access and use are posted on <http://www.ptc.com/legal-agreements>

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August 25, 2022

Item No. 7.13.

HOME CHDO Funding Agreement with Elder Aid

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a Community Housing Development Organization HOME Investment Partnership Program funding agreement in the amount of \$305,094 with Elder Aid, Inc. for the acquisition and rehabilitation of two rental units at 1416 and 1418 Hawk Tree in College Station to be used as affordable, elderly rental housing.

Relationship to Strategic Goals:

Core Services & Infrastructure, Neighborhood Integrity

Recommendation(s): Staff recommends approval of Contract 22-22300709 with Elder Aid, Inc. in the amount of \$305,094.

Summary: Elder Aid works to minimize the stress the elderly encounter as they cope with affordable housing, health and wellness, inadequate funding for basic needs, loneliness, disabilities, and the loss of loved ones. The mission is to ensure that the elderly in the Brazos Valley remain independent and in the community for as long as possible.

Elder Aid has been a certified Community Housing Development Organization (CHDO) with the City of College Station since 2015. The HOME Investment Partnership Program grant that the City receives from the U.S. Department of Housing and Urban Development requires that 15% of the annual grant allocation be awarded to a non-profit that meets the CHDO requirements. These requirements include the mission to expand affordable housing opportunities, low-income representation on their Board, sound financial management, and experienced staff.

Since becoming a certified CHDO with the City, Elder Aid has received \$1,933,718 to purchase 9 duplexes in College Station that created 18 affordable rental units for low-income elderly households. The funding provided included acquisition and rehabilitation expenses.

The funding agreement would allow Elder Aid to purchase an additional duplex at 1416-1418 Hawk Tree, complete a full rehabilitation, and create 2 additional affordable rental units for low-income elderly households. The amount of \$305,094 includes the cost of acquisition, rehabilitation, relocation, and developer fee.

Budget & Financial Summary: HOME funds are available in the FY2022 Community Development budget.

Attachments:

1. HOME CHDO Funding Agreement - Elder Aid
2. Location Map

**CITY OF COLLEGE STATION
HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT**

**ARTICLE I
PARTIES**

1.01 This HOME Allocation of Funding Agreement (the “Agreement”) is between the City of College Station (“City”), a Texas Home Rule Municipal Corporation, and ELDER-AID, INC.. (“Recipient”), a Texas Non-Profit Corporation (collectively referred to as the “Parties”).

**ARTICLE II
AGREEMENT PERIOD**

2.01 This Agreement will terminate on August 25, 2024, unless extended by a written agreement. This Agreement will remain valid throughout the “Period of Affordability” as defined in 22.02.

**ARTICLE III
RECIPIENT PERFORMANCE**

3.01 Recipient may administer at least two Projects for acquisition of suitable property and construction of at least two new affordable, single family residences (“Projects”) in the City of College Station in accordance with the HOME INVESTMENT PARTNERSHIPS ACT, 42 U.S.C. § 12701 (THE ACT) and the implementing regulations, 24 C.F.R. PART 92, and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES.

3.02 Recipient shall perform all activities in accordance with the terms of the Performance Statement, (“**Exhibit A**”); the Budget, (“**Exhibit B**”); the Project Implementation Schedule, (“**Exhibit C**”); the Applicable Laws and Regulations, (“**Exhibit D**”); the Certifications, (“**Exhibit E**”); the Insurance Requirements and Certificates of Insurance (“**Exhibit F**”), the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

3.03 In the event the affordability requirements of 24 C.F.R. § 92.254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds to the City.

3.04 In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

3.05 Recipient agrees that all applicants for housing funded under this Agreement will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines dated September 27, 2018, or as may be amended.

**ARTICLE IV
PAYMENT AND CITY OBLIGATIONS**

4.01 Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may pay for actual and reasonable costs up to the amount of Three Hundred Five Thousand Ninety Four and 00 /100 DOLLARS (\$305,094) that will be paid from the Fiscal Year 2022 Community Development Budget (HUD Grant Year 2021). These costs incurred by Recipient during the agreement period for performances rendered under this Agreement by Recipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Recipient under this Agreement.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206(A) and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this Agreement.

4.02 Limit of Liability

- (a) **Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed** Three Hundred Five Thousand Ninety Four and 00 /100 Dollars, (\$305,094), from the HUD Grant Year 2021 Budget.

Article V
DISBURSEMENT OF FUNDS

5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs.

5.02 Any and all Program Income as defined by 24 C.F.R. § 84.2 must be disbursed by Recipient prior to requesting a disbursement of funds from the City.

5.03 The Parties agree that City's obligations to make payments under this Agreement are contingent upon Recipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Recipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

ARTICLE VI
UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND
PROGRAM INCOME FOR GOVERNMENT ENTITIES AND NON-PROFITS

6.01 Recipient shall comply with the requirements of OMB Circular Number A-122 "COST PRINCIPLES FOR NON PROFIT ORGANIZATIONS", OMB Circular Number A-110 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND OTHER AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS", and 24 C.F.R. Part 84 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS", and any other OMB Circulars which may apply either prospectively or retroactively. Recipient nonprofit organization must comply with applicable OMB Circulars pursuant to 24 C.F.R. §92.505 and any other applicable regulations.

ARTILCE VII
RETENTION AND ACCESSIBILITY OF RECORDS

7.01 Recipient must establish and maintain sufficient records, including those listed under 24 C.F.R. § 92.508. The sufficiency of the records will be determined by City.

7.02 All records pertinent to this Agreement shall be retained by Recipient for five calendar years after the Period of Affordability, specified in Section 22.02, has expired with the following are exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

7.03 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

7.04 Recipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

7.05 Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

ARTICLE VIII REPORTING REQUIREMENTS

8.01 Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

8.02 Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status.

8.03 Recipient will report any project or program delays or modifications and await City approval before proceeding.

8.04 Recipient will also report any instances of client fraud or program abuse to the City. Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

8.05 Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include the status

on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

8.06 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

ARTICLE IX MONITORING

9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

ARTICLE X INDEPENDENT CONTRACTOR

10.01 In all activities or services performed hereunder, the Recipient is an independent contractor and not an agent or employee of the City. The Recipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Recipient shall supply all materials, equipment and labor required for the execution of the work on the Project. The Recipient shall have ultimate control over the execution of the work under this Agreement. The Recipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Recipient or any of the Recipient's subcontractors except to the limited extent provided for in this Agreement.

10.02 The Recipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subcontracting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Recipient from its obligations to the City under this Agreement. The Recipient shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to the City, to act as the Recipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Recipient is essential to the proper performance of the work, and

lack of such supervision shall be grounds for suspending the operations of the Recipient and is a breach of this Agreement.

10.03 Unless otherwise stipulated, the Recipient shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Recipient. It shall be the responsibility of the Recipient to furnish a completed work product that meets the requirements of the City.

10.04 Any injury or damage to the Recipient or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Recipient.

10.05 By entering into this Agreement, City and Recipient do not intend to create a joint enterprise.

ARTICLE XI INDEMNIFICATION AND RELEASE

11.01 RECIPIENT SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

11.02 The indemnifications contained in section 11.01 shall include, but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Recipient, then the Recipient shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Recipient shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) The Recipient shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Recipient, its agents, employees, and representatives.**
- (d) The Recipient shall be responsible for any damage to the building caused by**

the Recipient's personnel or equipment during installation.

- (e) The Recipient shall be responsible for the removal of all related debris.
- (f) The Recipient shall be responsible for subcontractors hired by it.
- (g) The Recipient shall indemnify, hold harmless, and defend the City from any liability caused by the Recipient's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

11.03 The indemnification obligations of the Recipient under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

11.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 11.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. 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.

11.05 RELEASE. The Recipient assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Recipient's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Recipient, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.06 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS

GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

**ARTICLE XII
INSURANCE**

12.01 INSURANCE The Recipient shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit F**.

During the term of this Agreement Contractor's (Recipient) insurance policies shall meet the minimum requirements of this section:

12.02 Types. Recipient shall have the following types of insurance:

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit F**; 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 named on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only Insurance Carriers licensed and 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.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and

further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain

- (c) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance
- (e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

12.06 Workers’ Compensation/Employer’s Liability Insurance. Workers Compensation/Employer’s Liability insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$500,000 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.
- (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 XIII SUBCONTRACTS

13.01 Except for subcontracts to which the federal labor standards requirements apply, Recipient

may not subcontract for performances of any obligation required or described in this Agreement without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Recipient has obtained City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

13.02 In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Recipient's full compliance with the terms of this Agreement, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

13.03 Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

13.04 Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

ARTILCE XIV CONFLICT OF INTEREST

14.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any Agreement, subcontract or Agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 C.F.R. §§ 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

ARTILCE XV NONDISCRIMINATION AND SECTARIAN ACTIVITY

15.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded

in whole or in part with funds provided under this Agreement. In addition, funds provided under this Agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this Agreement be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, Agreements for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan area as the project.

15.02 Faith-based activities. Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program in accordance with the requirement of 24 C.F.R. § 92.257.

ARTILCE XVI LEGAL AUTHORITY

16.01 Recipient assures and guarantees that Recipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Recipient has obligated itself to perform hereunder.

16.02 The person or persons signing and executing this Agreement on behalf of Recipient, or representing themselves as signing and executing this Agreement on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this Agreement on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

16.03 Recipient shall not employ, award Agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

ARTICLE XVII LITIGATION AND CLAIMS

17.01 Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this Agreement; and b) any claim against Recipient. Except as otherwise directed by City,

Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

ARTILCE XVIII CHANGES AND AMENDMENTS

18.01 Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

18.02 It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

18.03 Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

ARTICLE XIX SUSPENSION

19.01 In the event Recipient fails to comply with any term of this Agreement, City may, upon written notification to Recipient, suspend this Agreement in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this Agreement.

ARTILCE XX TERMINATION

20.01 The City may terminate this Agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this Agreement. In the event Recipient materially fails as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by

the City to comply with the terms of this Agreement.

- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

ARTICLE XXI AUDIT

21.01 Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501, and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the agreement Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this Agreement, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. Audits performed under Subsection A of this Article XXI are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as **Exhibit B**.

21.02 Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

21.03 Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this Agreement.

21.04 Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Recipient

21.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS

22.01 Recipient understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

22.02 Funds provided under this Agreement may not be obligated and expended before the actions specified in this Article occur. Any Real Estate Purchase Option Agreement must include the following language: “This option is contingent upon satisfactory completion of an environmental review under 24 C.F.R. Part 58. The parties agree that the provision of any funds to the project is conditioned on the City’s determination to proceed with, modify, or cancel the project based on the results of the environmental review.”

22.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in **Exhibit D** of this Agreement. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XXIII SPECIAL CONDITIONS

23.01 Certification. City shall not release any funds for any costs incurred by Recipient under this Agreement until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. City shall specify the content and form of such certification.

23.02 Affordability. Funds provided under this Agreement must meet the affordability

requirement of 24 C.F.R. § 92.254 and the HOME rules as applicable. The period of affordability is based upon the total amount of HOME funds subject to recapture described in 24 C.F.R. § 92.254 (a) (5) (ii) (A) (5). The City shall reduce HOME investment amount to be recaptured by Recipient on a pro-rata basis for the time the unit is in compliance with 24 C.F.R. § 92.254 and the HOME rules as applicable.

Home Funds Subject to Recapture	Affordability Period
< \$15,000	5 years
\$15,000 - \$40,000	10 years
> \$40,000	15 years

23.03 Recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recaptured funds will include the amount provided through the City’s Down Payment Assistance Program and the Recipient’s subsidy to the homebuyer equaling the difference between the fair market value and the sales price of the home. Recipient agrees that Recipient’s recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Recipient’s recaptured funds is the funds received which are subject to recapture divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

23.04 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this Agreement shall meet the requirements of 24 C.F.R. § 92.251 for the duration of this Agreement.

23.05 Affirmative Marketing. Should funds from this Agreement be used in the construction of five (5) or more dwelling units, Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

23.06 Enforcement of Affordability. Recipient and City shall provide legally enforceable agreements consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Recipient must provide along with the other legal instruments an Agreement of Affordability.

23.07 Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination.

23.08 Flood Hazards. Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

23.09 Fair Housing. Recipient participating in the HOME program shall use affirmative fair

housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 C.F.R. § Part 100.

23.10 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

23.11 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

23.12 All documents necessary for the conveyance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

23.13 Funding under this Agreement is contingent upon Recipient meeting all terms, conditions of this Agreement.

23.14 This Agreement and the performance hereunder may not be assigned without the express written consent of City.

23.15 This Agreement is binding on Recipient's assigns and successors-in-interest.

ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS

24.01 All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

24.02 The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Recipient in accordance with Article III of this Agreement.

ARTICLE XXV VENUE

25.01 For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

ARTICLE XXVI
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

26.01 Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Recipient under this Agreement. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

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

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

List of Exhibits

- A. Performance Statement
- B. Budget
- C. Project Implementation Schedule
- D. Applicable Laws and Regulations
- E. Certifications
- F. Insurance Certificates

ELDER-AID, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
PERFORMANCE STATEMENT

1. Recipient is awarded up to \$ 305,094.00 from the City of College Station FY 2022 (HUD Grant Year 2021) HOME Investment Partnerships Program. These funds must be used for the **construction or rehabilitation of at least two new affordable, single family residences in the City of College Station. Homes must be sold to low- and moderate-income families.**
2. **The homes constructed shall be of a design approved by the City. The exterior of the homes must be a minimum of 25% brick and must have a garage if lot size permits. All homes must meet deed restriction requirements and meet the characteristics of the neighborhood. All homes must be inspected and approved by City staff.**
3. A detailed Project Budget and cost breakdown shall be submitted by the Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
4. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
5. All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. All Projects must be substantially completed within two (2) years of the date of this Agreement.
6. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
7. Recipient must provide written notification of all subcontractors to City.
8. Upon completion of such construction Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in **Exhibit B, Budgets.**
9. Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check on credit history or criminal history.
10. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503. Recaptured funds will be subject to 24 C.F.R. § 92.254 (a)(5)(ii)(A)(2) reduced during affordability period, prorated monthly.

**EXHIBIT B
BUDGET**

SOURCES OF FUNDS:

Maximum Proceeds of grant under the agreement	\$305,094.00
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USES OF FUNDS:

Acquisition*	\$232,500.00
Construction/Rehabilitation Costs	\$ 25,144.00
Site Preparation Costs	\$ 450.00
Relocation	\$ 20,000.00
Developer Fees	\$ 27,000.00

*At least 2 units at 1416-1418 Hawk Tree

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

AGREEMENT START DATE: August 25, 2022

AGREEMENT END DATE: August 25, 2024

Construction Phase – Construction for this project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than August 25, 2023. The issuance of a building permit will constitute start of construction.

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS

AGREEMENT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276c)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

EXHIBIT E
CERTIFICATION REGARDING LOBBYING FOR
AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

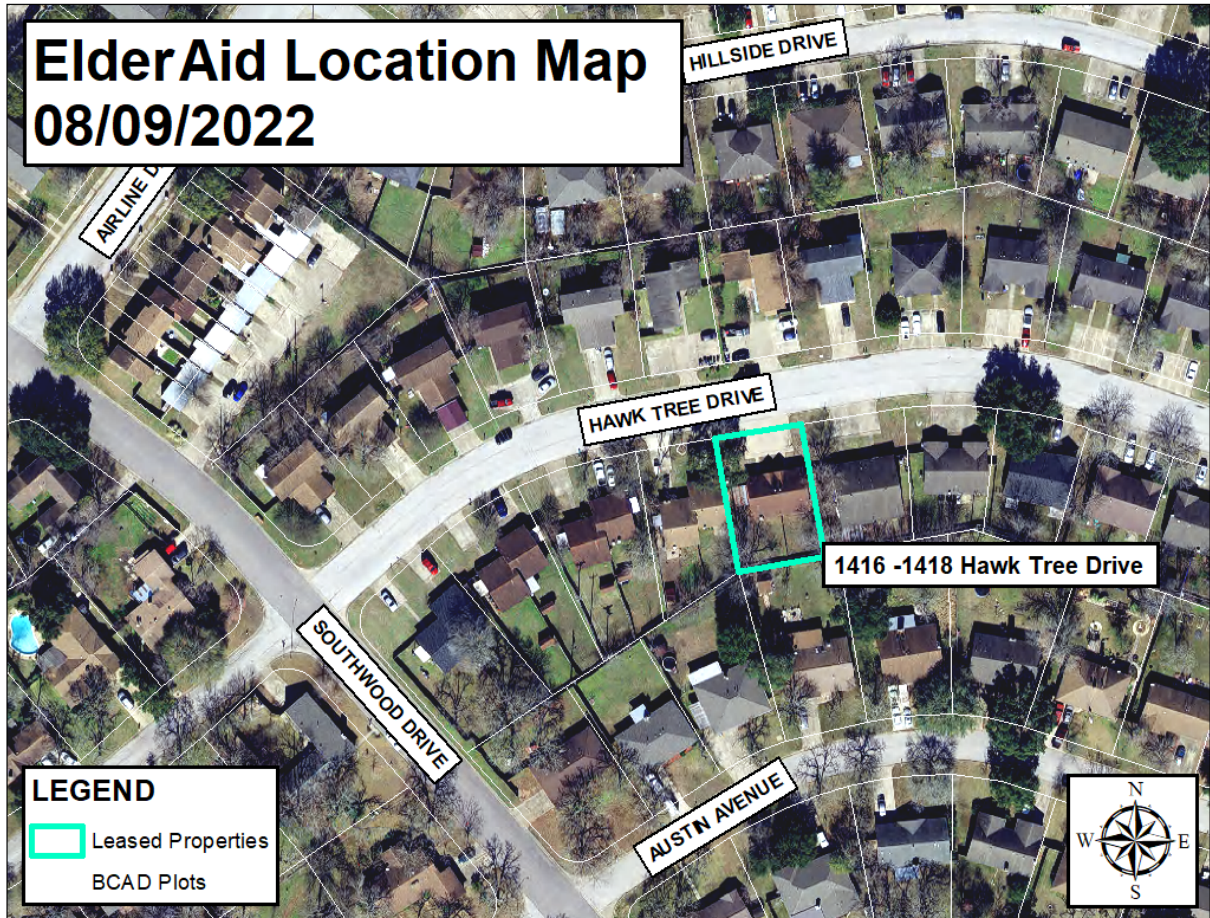
Printed Name: _____

Title: _____

Date: _____

**EXHIBIT F
CERTIFICATES OF INSURANCE**

Attachment 1: Elder Aid Location Map



August 25, 2022

Item No. 7.14.

Rock Prairie Management District Bond Consent

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2022, in an amount not to exceed \$2,500,000.

Relationship to Strategic Goals:

Good Governance, Financial Sustainability

Recommendation(s): Staff recommends approval of the resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2022, in an amount not to exceed \$2,500,000.

Summary: On July 9, 2015, the City Council passed Resolution No. 07-09-15-02 consenting to the creation of Rock Prairie Management District No. 2. On February 17, 2015, the City Council approved a Utility and Road Agreement between the City and the District which 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 as permitted or provided by federal laws, the general laws of the State of Texas, and the above-referenced consent resolution. In order for the bond issuance to proceed, the District's bond order (authorizing resolution) authorizing the issuance of the bonds must be approved by the City Council to the extent the resolution is in compliance with the above-referenced consent resolution.

Budget & Financial Summary: There is no current financial impact to the City for issuance of the bonds. Repayment is by those residents and businesses located within Rock Prairie Management District No. 2.

Attachments:

1. Series 2022 Road Bonds - City Consent Resolution 8-16-22
2. Rock Prairie MD 2_ 2022 No Growth Cash Flow
3. Rock Prairie MD 2_ 2022 NOS (City)
4. Rock Prairie MD 2_ 2022 POS (City)
5. Bond Order - Unlimited Tax Road Bonds, Series 2022 (RPMD2)
6. RPMD 2 - Summary of Costs

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING CONSENT TO ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX ROAD BONDS, SERIES 2022, IN AN AMOUNT NOT TO EXCEED \$2,500,000.

WHEREAS, the City of College Station, Texas (the "City") consented to the creation of Rock Prairie Management District No. 2 (the "District") on July 9, 2015, through Resolution No. 07-09-15-02, as amended (the "Consent Resolution"); and

WHEREAS, on February 17, 2015, the City Council of the City approved a Utility and Road Agreement between the City and the District (the "Utility Agreement") which 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 as permitted or provided by federal law, the general laws of the State of Texas, and the Consent Resolution; and

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

WHEREAS, the District has requested the City's consent to the District's sale and issuance of Unlimited Tax Road Bonds, Series 2022, in an amount not to exceed \$2,500,000 (the "Bonds"); and

WHEREAS, the City Council has reviewed the District's request for consent to the sale and issuance of the Bonds and the certifications and documentation submitted by the District in support thereof, and has determined that the sale and issuance of the Bonds by the District complies with the terms of the Utility Agreement and Consent Resolution;

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

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Council officially finds, determines, recites and declares that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 3. The City Council hereby consents to the sale and issuance of Unlimited Tax Road Bonds, Series 2022, in an amount not to exceed \$2,500,000, and the authorizing resolution of the District's Board of Directors.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS 25TH DAY OF AUGUST, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

NO GROWTH CASH FLOW ANALYSIS

**Rock Prairie Management District No. 2
Bond Issue No. 2 (Roads)**

Tax Year	Projected Assessed Valuation (d)	Proj Debt Tax Rate	Cldr Year	Beginning Fund Balance (a)	Tax Collections 97.0%	Capitalized Interest (b)	Interest Income 1.0%	Total Funds Available	Outstanding Debt Service	The Bonds (c)			Total Debt Service	Ending Fund Balance	% of Next Year's Debt Service
										Principal	Interest	Total			
2022	73,015,098	0.370	2023	23,535	262,051	112,500	235	398,321	127,403	-	103,125	103,125	230,528	167,794	56.11%
2023	81,533,941	0.370	2024	167,794	292,625		1,678	462,097	126,525	60,000	112,500	172,500	299,025	163,072	54.29%
2024	81,533,941	0.370	2025	163,072	292,625			455,697	125,550	65,000	109,800	174,800	300,350	155,347	52.43%
2025	81,533,941	0.370	2026	155,347	292,625			447,973	124,445	65,000	106,875	171,875	296,320	151,653	51.02%
2026	81,533,941	0.370	2027	151,653	292,625			444,278	128,275	65,000	103,950	168,950	297,225	147,053	49.36%
2027	81,533,941	0.370	2028	147,053	292,625			439,678	126,875	70,000	101,025	171,025	297,900	141,778	47.53%
2028	81,533,941	0.370	2029	141,778	292,625			434,404	125,405	75,000	97,875	172,875	298,280	136,124	45.62%
2029	81,533,941	0.370	2030	136,124	292,625			428,749	123,865	80,000	94,500	174,500	298,365	130,384	43.73%
2030	81,533,941	0.370	2031	130,384	292,625			423,009	122,255	85,000	90,900	175,900	298,155	124,854	41.95%
2031	81,533,941	0.370	2032	124,854	292,625			417,480	125,575	85,000	87,075	172,075	297,650	119,830	40.35%
2032	81,533,941	0.370	2033	119,830	292,625			412,455	128,700	85,000	83,250	168,250	296,950	115,505	39.68%
2033	81,533,941	0.370	2034	115,505	292,625			408,130	126,700	85,000	79,425	164,425	291,125	117,005	39.64%
2034	81,533,941	0.370	2035	117,005	292,625			409,630	134,600	85,000	75,600	160,600	295,200	114,430	40.29%
2035	81,533,941	0.370	2036	114,430	292,625			407,056	117,238	95,000	71,775	166,775	284,013	123,043	43.51%
2036	81,533,941	0.370	2037	123,043	292,625			415,669	120,269	95,000	67,500	162,500	282,769	132,900	48.08%
2037	81,533,941	0.370	2038	132,900	292,625			425,525	118,169	95,000	63,225	158,225	276,394	149,131	54.23%
2038	81,533,941	0.370	2039	149,131	292,625			441,757	121,069	95,000	58,950	153,950	275,019	166,738	60.96%
2039	81,533,941	0.370	2040	166,738	292,625			459,363	123,838	95,000	54,675	149,675	273,513	185,851	68.36%
2040	81,533,941	0.370	2041	185,851	292,625			478,476	121,475	100,000	50,400	150,400	271,875	206,601	76.55%
2041	81,533,941	0.370	2042	206,601	292,625			499,226	124,000	100,000	45,900	145,900	269,900	229,326	85.64%
2042	81,533,941	0.370	2043	229,326	292,625			521,952	126,388	100,000	41,400	141,400	267,788	254,164	93.95%
2043	81,533,941	0.370	2044	254,164	292,625			546,790	123,638	110,000	36,900	146,900	270,538	276,252	103.14%
2044	81,533,941	0.370	2045	276,252	292,625			568,877	125,888	110,000	31,950	141,950	267,838	301,040	109.47%
2045	81,533,941	0.370	2046	301,040	292,625			593,665	128,000	120,000	27,000	147,000	275,000	318,665	117.46%
2046	81,533,941	0.370	2047	318,665	292,625			611,291	129,700	120,000	21,600	141,600	271,300	339,991	127.12%
2047	81,533,941	0.370	2048	339,991	292,625			632,616	131,250	120,000	16,200	136,200	267,450	365,166	138.61%
2048	81,533,941	0.370	2049	365,166	292,625			657,791	132,650	120,000	10,800	130,800	263,450	394,341	152.08%
2049	81,533,941	0.370	2050	394,341	292,625			686,966	133,900	120,000	5,400	125,400	259,300	427,666	
Total						112,500	1,913		3,523,641	2,500,000	1,849,575	4,349,575	7,873,216		

- (a) Estimated debt service fund balance as of 9/02/22
- (b) Represents one year of capitalized interest on the Bonds
- (c) Assumes an interest rate on the Bonds of 4.50%
- (d) 2022 Certified Value and Uncertified Value (based on 80% of CAD's estimate of accounts under review)
- (e) 2023 value represents the February 1, 2022 estimate of value.

This OFFICIAL NOTICE OF SALE does not alone constitute an invitation for bids on the Bonds but is merely notice of sale of the Bonds described herein. The invitation for bids is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM attached hereto. Information contained in this OFFICIAL NOTICE OF SALE is qualified in its entirety by the detailed information contained in the PRELIMINARY OFFICIAL STATEMENT.

OFFICIAL NOTICE OF SALE

\$2,500,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2,
(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS SERIES 2022

Bids Due: Thursday, September 8, 2022, at 9:45 A.M., Houston Time in Houston, Texas
Bid Award: Thursday, September 8, 2022, at 2:00 P.M., Houston Time, in Houston, Texas

BOOK-ENTRY-ONLY

THE SALE

Bonds Offered for Sale by Competitive Bidding: The Board of Directors (the “Board”) of Rock Prairie Management District No. 2 (the “District”) is inviting competitive bids for the purchase of its \$2,500,000 Unlimited Tax Road Bonds, Series 2022 (the “Bonds”). Bidders may submit bids for the Bonds by any of the following methods:

- (1) Deliver bids directly to the District as described below in “Sealed Bids Delivered to the District;”
- (2) Submit bids electronically as described below in “Electronic Bidding Procedures;” or
- (3) Submit bids by telephone as described below in “Bids by Telephone.”

Place and Time of Bid Opening: Masterson Advisors LLC, on behalf of the District will open and publicly read bids for the purchase of the Bonds at Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, at 9:45 A.M., Houston Time, Thursday, September 8, 2022. Any bid received after the scheduled time for bid opening will not be accepted by the Board and will be returned unopened.

Sealed Bids Delivered to the District: Sealed bids, plainly marked “Bid for Bonds” should be addressed to “President and Board of Directors, Rock Prairie Management District No. 2, of Brazos County, Texas,” % Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046 and delivered prior to 9:45 A.M., Houston Time, Thursday, September 8, 2022. All bids must be submitted in duplicate on the OFFICIAL BID FORM, without alteration or interlineation.

Electronic Bidding Procedures: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 9:45 A.M., Houston Time, Thursday, September 8, 2022. Bidders must submit by e-mail (anthea.moran@mastersonadvisors.com / (713) 814-0552), prior to 9:00 A.M., Houston Time, Thursday, September 8, 2022, a signed OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. Subscription to i-Deal LLC’s BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this OFFICIAL NOTICE OF SALE and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provision of this OFFICIAL NOTICE OF SALE shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this OFFICIAL NOTICE OF SALE shall control. Further information about PARITY, including any fee charged, may be obtained from PARITY Customer Support, 40 West 23rd Street, 5th Floor, New York, New York 10010, telephone: 212-404-8102.

For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. **For information purposes only, bidders are requested to state in their electronic bids the net interest cost to the District, as described under “CONDITIONS OF THE SALE—Basis of Award” below. All electronic bids shall be deemed to incorporate the provisions of this OFFICIAL NOTICE OF SALE and the OFFICIAL BID FORM.**

Bids by Telephone: Bidders must submit by e-mail or facsimile (anthea.moran@mastersonadvisors.com / (713) 814-0552) a signed original OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, prior to 9:00 A.M., Houston Time, Thursday, September 8, 2022. Bidders that have provided a signed bid form will be contacted by a representative of Masterson Advisors LLC between 9:10 A.M. and 9:40 A.M., Houston Time, on the date of the sale. Questions about this procedure should be addressed to Ms. Moran at (713) 814-0552.

*Masterson Advisors LLC will not be responsible for the submission of any bids tendered by telephone before the deadline for filing but received by the Board after the filing deadline nor does Masterson Advisors LLC assume any responsibility or liability with respect to any irregularities or errors associated with the submission of bids if the above-described telephone options are exercised. **The District will not accept bids submitted by facsimile.***

Award of the Bonds: The District will take action to award the Bonds or reject all bids at a meeting scheduled to convene at 2:00 P.M., Houston time, on the date of the bid opening at 4121 State Highway 6 South, College Station, Texas 77845. Upon awarding the Bonds to the winning bidder (the “Underwriter”), the Board will adopt an order authorizing the issuance of the Bonds (the “Bond Order”). Sale of the Bonds will be made subject to the terms, conditions and provisions of the Bond Order, to which Bond Order reference is hereby made for all purposes and subject to compliance with Texas Government Code § 2252.908 as more fully described below. The District reserves the right to reject any and all bids and to waive any irregularities, except the time of filing.

THE BONDS

Description of the Bonds: Principal of the Bonds is payable at maturity or earlier redemption. Interest on the Bonds will accrue from the Date of Delivery (as defined herein) and will be payable on each March 1 and September 1, commencing March 1, 2023, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be initially registered in the name of and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the owners thereof. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Co., N.A., in Dallas, Texas. See the PRELIMINARY OFFICIAL STATEMENT for a more complete description of the Bonds. The Bonds will mature serially on September 1 in the years and amounts as follows:

<u>YEAR</u> <u>DUE</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>YEAR</u> <u>DUE</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>YEAR</u> <u>DUE</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>
2024	\$ 60,000	2033	\$ 85,000	2042	\$ 100,000
2025	65,000	2034	85,000	2043	100,000
2026	65,000	2035	85,000	2044	110,000
2027	65,000	2036	95,000	2045	110,000
2028	70,000	2037	95,000	2046	120,000
2029	75,000	2038	95,000	2047	120,000
2030	80,000	2039	95,000	2048	120,000
2031	85,000	2040	95,000	2049	120,000
2032	85,000	2041	100,000	2050	120,000

Book-Entry-Only: The Bonds will be registered and delivered only 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/registrar, initially The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas (the “Paying Agent/Registrar”), 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 in the PRELIMINARY OFFICIAL STATEMENT. See “BOOK-ENTRY-ONLY SYSTEM” in the PRELIMINARY OFFICIAL STATEMENT.

Redemption Provisions: The Bonds maturing on or after September 1, 2030, are subject to redemption prior to maturity, at the option of the District, as a whole or, from time to time, in part, on September 1, 2029, or on any date thereafter, at a price of par plus unpaid accrued interest from the most recent interest payment date to the date fixed for redemption. If fewer than all of the Bonds are redeemed, the particular maturity or maturities and amounts to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds within each such maturity to be redeemed shall be selected by DTC in accordance with its procedures.

Mandatory Sinking Fund Redemption: If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to mandatory sinking fund redemption commencing on September 1 of the first year which has been combined to form such term bond and continuing on September 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth on the cover page of the PRELIMINARY OFFICIAL STATEMENT under the captioned “Maturity Schedule.” Term bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at a price of par plus unpaid accrued interest from the most recent interest payment date to the date of redemption. The term bonds to be redeemed shall be selected by DTC in accordance with its procedures. The principal amount of term bonds to be mandatorily redeemed is subject to reduction by the amount of any prior optional redemption.

Source of Payment: The Bonds will constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District, as further described in the PRELIMINARY OFFICIAL STATEMENT. The Bonds are obligations solely of the District and are not obligations of Brazos County, the City of College Station, the State of Texas, or any entity other than the District.

CONDITIONS OF THE SALE

Types of Bids and Interest Rates: The Bonds will be sold in one block, all or none, and no bid of less than 97% of the principal amount thereof will be considered. Bidders are to name the rate or rates of interest to be borne by the Bonds, provided that each interest rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1%. No bid which results in a net effective interest rate as defined by Chapter 1204, Texas Government Code, as amended, in excess of ___% will be considered. Subject to the conditions below, no limitation will be imposed upon bidders as to the number of interest rates which may be used, but each rate of interest for the period 2029 (base year) through 2050, cannot be less than the rate of interest specified for any earlier maturity during the period 2029 through 2050 and the highest interest rate bid may not exceed the lowest interest rate bid by more than 2.5% in rate. No bid that generates a cash premium greater than \$5,000 will be considered. All Bonds maturing within a single year must bear the same rate of interest, and no bids for the Bonds involving supplemental interest rates will be considered. Each bidder shall state in its bid the total and net interest cost in dollars and the net effective interest rate determined thereby, which shall be considered informative only and not as a part of the bid.

Basis of Award: For the purpose of awarding the sale of the Bonds, the interest cost of each bid will be computed by determining, at the interest rate or rates specified therein, the total dollar value of all interest on the Bonds from the date thereof to their respective maturities and adding thereto the dollar amount of the discount bid, if any, or subtracting therefrom the dollar amount of the premium bid, if any. Subject to the District's right to reject any or all bids, the Bonds will be awarded to the bidder whose bid, under the above computation, produces the lowest net interest cost to the District.

Good Faith Deposit: Each bid must be accompanied by a bank cashier's check payable to the order of "Rock Prairie Management District No. 2" in the amount of \$50,000, which represents two percent (2%) of the principal amount of the Bonds. Only bank cashier checks will be accepted; no "Official Bank Checks" will be accepted. The check will be considered as a Good Faith Deposit, and the check of the Underwriter will be retained uncashed by the District until the Bonds are delivered. In the event the Underwriter should fail or refuse to accept delivery of and pay for the Bonds in accordance with its bid, or if it is determined that after the acceptance of its bid by the District that the Underwriter was found not to satisfy the requirements described below regarding the filing of a standing letter with the Office of the Attorney General of Texas, and as a result, the Attorney General of Texas will not deliver its approving opinion of the Bonds, then the Good Faith Deposit shall be cashed, and the proceeds accepted by the District as full and complete liquidated damages against the Underwriter. The Good Faith Deposit may accompany the OFFICIAL BID FORM, or it may be submitted separately. If submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn to authorize its use as a Good Faith Deposit by the bidder, who shall be named in such instructions. Upon payment for and delivery of the Bonds, the Good Faith Deposit will be returned uncashed. No interest will be paid on the Good Faith Deposit. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened and an award of the Bonds has been made.

Bidders are further advised that that the award of the Bonds is conditioned upon compliance by the bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with the Official Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District. A form of standing letter may be obtained through the website of the Office of the Attorney General of Texas at <https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter%20September%2022%202021%20-%20Standing%20Letter%20Requirement.pdf>.

In submitting a bid, bidder represents to the District that it and each syndicate member listed on the Official Bid Form, if any, (i) has filed a standing letter with the Attorney General of Texas and the Municipal Advisory Council of Texas that conforms to the requirements of the Office of the Attorney General of Texas, (ii) has no reason to believe that the District may not be entitled to rely on such standing letters, and (iii) neither bidder, any syndicate member listed on the Official Bid Form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter from the Texas Comptroller of Public Accounts related to its inclusion on any list of financial companies boycotting energy companies. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter that meets the requirement of the Office of the Attorney General. The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. By submitting a bid, each bidder agrees, should it be the winning bidder, to cooperate with the District and take any action necessary to further verify and confirm compliance with state law by the bidder and each syndicate member listed on the Official Bid Form.

Provision of Texas Ethics Commission Form 1295 (“TEC Form 1295”) by Bidders: Pursuant to Texas Government Code § 2252.908 (the “Interested Party Disclosure Act” or the “Act”), the District may not award the Bonds to a bidder that is a privately held entity unless the bidder, and each privately held syndicate member listed on the Official Bid Form, have provided to the District (c/o Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046; Attn: Anthea Moran, anthea.moran@mastersonadvisors.com) a completed and signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the “TEC”). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and provided to the District. The TEC Form 1295 may accompany the Official Bid Form or may be submitted separately but must be provided to the District prior to the time prescribed for the award of the Bonds. The TEC Form 1295 may be provided to the District via facsimile or electronically, however, the original signed TEC Form 1295 complete with certificate number must be physically delivered to the District (c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056) within two business days of the award. Following the award of the Bonds, the District will notify the TEC of the receipt of each completed TEC Form 1295. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity's name is Rock Prairie Management District No. 2, and the **contract ID number is RPMD2-S2022-B**. Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

Compliance with Laws Prohibiting Contracts with Certain Parties: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, to the extent the bid for the Bonds represents a contract for goods or services within the meaning of Texas Government Code Sections 2271.002, 2274.002 (as added by Senate Bill 13, 87th Texas Legislature, Regular Session (“SB 13”)), or 2274.002 (as added by Senate Bill 19, 87th Texas Legislature, Regular Session (“SB 19”)), each as amended, solely for the purposes of Texas Government Code Chapters 2271, 2274 as added by SB 13, or 2274 as added by SB 19, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of the bid and through the term of the contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, the District will not award the Bonds to a bidder unless the bidder certifies that, to the extent the bid for the Bonds represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

The terms (1) “boycotts Israel” and “boycott Israel” as used herein have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended, (2) “boycotts energy companies” and “boycott energy companies” as used herein have the meanings assigned to the term “boycott energy company” in Sections 809.001 and 2274.001 of the Texas Government Code (as added by SB 13), each as amended, and (3) “discriminates against a firearm entity or firearm trade association” as used herein has the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3) of the Texas Government Code (as added by SB 19), as amended. As used herein, the term “affiliate” shall mean an entity that controls, is controlled by, or is under common control with the bidder or each syndicate member listed on the Official Bid Form, as applicable, within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit.

Compliance with the Texas Public Information Act: The District will not award the Bonds to a bidder unless the bidder agrees to maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District's rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

Delivery: The Bonds will initially be delivered as one Bond for each maturity. Delivery will be at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Underwriter will be given at least three (3) business days' notice of the time fixed for delivery of the Bonds. It is anticipated that initial delivery can be made on or about October 14, 2022 (the “Date of Delivery”), and it is understood and agreed that the Underwriter will accept delivery of and make payment for the Bonds by 10:00 A.M., Houston Time on the Date of Delivery, or thereafter on the date the Bonds are tendered for delivery, up to and including November __, 2022. If for any reason the District is unable to make delivery on or before November __, 2022, then the District shall immediately contact the Underwriter and offer to allow the Underwriter to

extend its offer for an additional thirty (30) days. If the Underwriter does not elect to extend its offer within three (3) business days thereafter, then its Good Faith Deposit will be returned, and both the District and the Underwriter shall be relieved of any further obligation.

DTC Definitive Bonds: After delivery, the Bonds will be issued in book-entry-only form. Cede & Co. is the nominee for DTC. All references herein to the Registered Owners of the Bonds shall mean Cede & Co. and not the Beneficial Owners of the Bonds. Purchase of beneficial interests in the Bonds will be made in book-entry-only form (without registered Bonds) in the denomination of \$5,000 principal amount or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one or more fully registered Bonds of like principal amount for the Bonds. See “BOOK-ENTRY-ONLY SYSTEM” in the PRELIMINARY OFFICIAL STATEMENT.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the initial Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this OFFICIAL NOTICE OF SALE. CUSIP identification numbers will be made available to the Underwriter at the time the Bonds are awarded or as soon thereafter as practicable. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid by the Underwriter.

Conditions to Delivery: The obligation to take up and pay for the Bonds is subject to the following conditions: the issuance of the approving opinion of the Attorney General of Texas, the Underwriter’s receipt of the Initial Bonds, the Underwriter’s receipt of the legal opinion of Bond Counsel and the no-litigation certificate, all as described below, and no material adverse change in the condition of the District.

Legal Opinions: The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount upon all taxable property in the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Bond Counsel, Houston, Texas, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited 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. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes without legal limitation as to rate or amount, upon all taxable property within the District, and that the interest on the Bonds is excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date of such opinion assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See “LEGAL MATTERS” in the PRELIMINARY OFFICIAL STATEMENT. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Bonds.

Qualified Tax-Exempt Obligations: Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”) provides, in general, that interest expense incurred to acquire or carry tax-exempt obligations is not deductible from the gross income of the owner of the Bonds. For certain owners that are “financial institutions” within the meaning of such section, complete disallowance of such expense would apply to taxable years beginning after December 31, 1986, with respect to tax-exempt obligations acquired after August 7, 1986. Section 265(b) of the Code provides an exception to this rule for interest expense incurred by financial institutions to carry tax-exempt obligations (other than specified private activity bonds) which are designated by an issuer as “qualified tax-exempt obligations.” An issuer may only designate an issue as an issue of “qualified tax-exempt obligations” where less than \$10 million of tax-exempt obligations are issued by the issuer during the calendar year in which the issue so designated is issued.

The District has designated the Bonds as “qualified tax-exempt obligations.” Furthermore, the District has represented that it has or will take such action as is necessary for the Bonds to constitute “qualified tax-exempt obligations.” Notwithstanding the designation of the Bonds as “qualified tax-exempt obligations,” financial institutions acquiring the Bonds will be subject to a 20% disallowance of interest expense allocable to the Bonds.

Establishing the Issue Price of the Bonds: In order to provide the District with information that enables it to comply with certain conditions of the Code, relating to the exclusion of interest on the Bonds from the gross income of their owners, the winning bidder will be required to complete, execute, and deliver to the District or to the District’s municipal advisor, Masterson Advisors LLC (the “Financial Advisor”), at least five (5) business days prior to the Date of Delivery of the Bonds, a certification as to the “issue price” of the Bonds (the “Issue Price Certificate”), substantially in the form attached hereto or accompanying this Notice of Sale. In the event the winning bidder will not reoffer any maturity of the Bonds for sale to the Public (as defined herein) by the Date of Delivery of the Bonds, the Issue Price Certificate may be modified in a manner approved by the District and Bond Counsel. Each bidder, by submitting its bid, agrees to complete, execute, and timely deliver the Issue Price Certificate, if its bid is accepted by the District. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel.

For purposes of this section of this Notice of Sale:

- (i) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party;
- (ii) “Underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public);
- (iii) “Related Party” means any two or more persons (including an individual, trust, estate, partnership, association, company, or corporation) that are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (iv) “Sale Date” means the date that the Bonds are awarded by the District to the winning bidder.

All actions to be taken by the District under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the Financial Advisor, and any notice or report to be provided to the District may be provided to the Financial Advisor.

The District will consider any bid submitted pursuant to this Notice of Sale to be a firm offer for the purchase of the Bonds, as specified in the bid and, if so stated, in the Official Bid Form.

The District intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of municipal bonds), which require, among other things, that the District receives bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds (the “Competitive Sale Requirement”).

In the event that the Competitive Sale Requirement is satisfied, the sale of the Bonds will be awarded to the bidder making a bid that conforms to the specifications herein. In the event that the Competitive Sale Requirement is not satisfied, bids **will not be subject to cancellation and the winning bidder will be required to hold the initial offering price to the Public of each maturity of the Bonds, other than a maturity 10% of which has been sold to the Public on the Sale Date (“Hold-the-Price Bonds”), as described in the next paragraph.**

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Bonds, that each Underwriter will neither offer nor sell any maturity of the Hold-the-Price Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the Sale Date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The winning bidder shall promptly advise the District when the Underwriters have sold 10% of a maturity of the Hold-the-Price Bonds to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

No Material Adverse Change: The obligation of the Underwriter to take up and pay for the Initial Bonds, and of the District to deliver the Initial Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Bonds, there shall have been no material adverse change in the affairs of the District subsequent to the date of sale from that set forth in the PRELIMINARY OFFICIAL STATEMENT, as it may have been finalized, supplemented or amended through the Date of Delivery.

No-Litigation Certificate: On the Date of Delivery of the Bonds to the Underwriter, the District will execute and deliver to the Underwriter, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner questioning the validity of the Bonds.

Rule G-32 Requirements: It is the responsibility of the Underwriter to comply with the Municipal Securities Rule Making Board’s Rule G-32 within the required time frame. The Underwriter must send two copies of the OFFICIAL STATEMENT along with two complete Form G-32’s to the appropriate address.

OFFICIAL STATEMENT

To assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (“SEC”), the District and the Underwriter agree, by the submission and acceptance of the winning bid, as follows.

Final Official Statement: The District has approved and authorized distribution of the accompanying PRELIMINARY OFFICIAL STATEMENT for dissemination to potential purchasers of the Bonds but does not intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the PRELIMINARY OFFICIAL STATEMENT to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Underwriter and other similar information, terms and provisions to be specified in the competitive bidding process. The Underwriter shall be responsible for promptly informing the District of the initial reoffering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the OFFICIAL STATEMENT identifying the Underwriter and containing such omitted information. The District does not intend to amend or supplement the OFFICIAL STATEMENT otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final OFFICIAL STATEMENT or any amendment or supplement thereto in the requested quantity to the Underwriter on or after the sale date, the District intends the same to be final as of such date, within the meaning of SEC Rule 15c2-12(f)(3). Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the OFFICIAL STATEMENT which are being or which will be made by the District are those described and contained in the OFFICIAL STATEMENT under the caption “PREPARATION OF OFFICIAL STATEMENT—Certification of OFFICIAL STATEMENT.”

Changes to 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 Underwriter, of any adverse event which causes the OFFICIAL STATEMENT to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, as described above under “DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS—Conditions to Delivery,” the District will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the OFFICIAL STATEMENT satisfactory to the Underwriter 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 Underwriter, unless the Underwriter 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 (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

Delivery of Official Statements: The District shall furnish final OFFICIAL STATEMENTS to the Underwriter (and to each participating underwriter of the Bonds, within the meaning of SEC Rule 15c2-12(a), designated by the Underwriter) within seven (7) business days after the sale date. The District also shall furnish to the Underwriter a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Bonds, as well as such additional copies of the OFFICIAL STATEMENT or any such supplements or amendments as the Underwriter may reasonably request prior to the 90th day after the end of the underwriting period described in SEC Rule 15c2-12(f)(2). The District shall pay the expense of preparing the number of copies of the OFFICIAL STATEMENT specified in the winning bid and an equal number of any supplements or amendments issued on or before the Date of Delivery, but the Underwriter shall pay for all other copies of the OFFICIAL STATEMENT or any supplement or amendment thereto.

Continuing Disclosure of Information: The District will agree in the Bond Order to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12, as described in the PRELIMINARY OFFICIAL STATEMENT under “CONTINUING DISCLOSURE OF INFORMATION.” The Underwriter’s obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriter or their agent of a certified copy of the Bond Order containing the agreement described under such heading.

Substantive Requirements for Official Statement: To the best knowledge and belief of the District, the PRELIMINARY OFFICIAL STATEMENT contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds.

GENERAL CONSIDERATIONS

Risk Factors: The Bonds involve certain risk factors. Prospective bidders are urged to examine carefully the entire Preliminary Official Statement, with respect to the risk factors associated with the Bonds. Particular attention should be given to the information set forth therein under the caption “RISK FACTORS.”

Municipal Bond Rating: The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made.

Reservation of Rights: The District reserves the right to reject any and all bids and to waive any and all irregularities, except time of filing.

Not an Offer to Sell: This OFFICIAL NOTICE OF SALE does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM.

Registration and Qualification of Bonds for Sale: The offer and sale of the Bonds have not been registered or qualified 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, and the Bonds have not been registered or qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated 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. By submission of its bid, the Underwriter represents that the sale of the Bonds in states other than the State of Texas will be made pursuant to exemptions from registration or qualification, or where necessary, the Underwriter will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The District agrees to cooperate with the Underwriter, at the Underwriter's written request and expense, in registering or qualifying the Bonds or obtaining an exemption from registration or qualification (other than filing a consent to service of process in such state), in any state where such action is necessary.

Section 149(a) of the Code requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owners' income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered bond will be issued for each maturity of the Bonds and will be deposited with DTC. See "BOOK-ENTRY-ONLY SYSTEM." So long as any Bonds remain outstanding, the District will maintain at least one Paying Agent/Registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Additional Copies of Documents: Additional copies of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM may be obtained from the Financial Advisor, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046.

Mr. Uri Geva
President, Board of Directors
Rock Prairie Management District No. 2

OFFICIAL BID FORM

President and Board of Directors
 Rock Prairie Management District No. 2
 c/o Masterson Advisors LLC
 3 Greenway Plaza, Suite 1100
 Houston, Texas 77046

Board Members:

We have read in detail the OFFICIAL NOTICE OF SALE and PRELIMINARY OFFICIAL STATEMENT dated August 11, 2022, relating to the \$2,500,000 Rock Prairie Management District No. 2 (the "District") Unlimited Tax Road Bonds, Series 2022 (the "Bonds"). We realize that the Bonds involve certain investment considerations, and we have made inspections and investigations as we deem necessary relating to the District and to the investment quality of the Bonds.

For your legally issued Bonds, as described in the "PRELIMINARY OFFICIAL STATEMENT," and pursuant to the terms and condition of the sale of the Bonds described in the "OFFICIAL NOTICE OF SALE," we will pay you a price of \$ _____, representing _____% of the principal amount. Such Bonds mature September 1, in each of the years and in the amounts and interest rates shown below:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$ 60,000	_____ %	2038	\$ 95,000 *	_____ %
2025	65,000	_____ %	2039	95,000 *	_____ %
2026	65,000	_____ %	2040	95,000 *	_____ %
2027	65,000	_____ %	2041	100,000 *	_____ %
2028	70,000	_____ %	2042	100,000 *	_____ %
2029	75,000	_____ %	2043	100,000 *	_____ %
2030	80,000 *	_____ %	2044	110,000 *	_____ %
2031	85,000 *	_____ %	2045	110,000 *	_____ %
2032	85,000 *	_____ %	2046	120,000 *	_____ %
2033	85,000 *	_____ %	2047	120,000 *	_____ %
2034	85,000 *	_____ %	2048	120,000 *	_____ %
2035	85,000 *	_____ %	2049	120,000 *	_____ %
2036	95,000 *	_____ %	2050	120,000 *	_____ %
2037	95,000 *	_____ %			

* Subject to optional redemption on or after September 1, 2029.

Of the principal maturities set forth in the table above, we have created term bonds as indicated in the following table (which may include multiple term bonds, one term bond or no term bond if none is indicated). For those years which have been combined into a term bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year. The term bonds created are as follows:

<u>Term Bond Maturity Date</u>	<u>Year of First Mandatory Redemption</u>	<u>Principal Amount of Term Bond</u>	<u>Interest Rate</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Gross Interest Cost from October __, 2022 (the "Date of Delivery").....	\$ _____
Plus Dollar Amount of Discount (or Less: Dollar Amount of Premium)	\$ _____
NET INTEREST COST	\$ _____
NET EFFECTIVE INTEREST RATE.....	_____ %

The initial Bonds shall be registered in the name of Cede & Co. as the nominee for The Depository Trust Company.

By submitting this bid, we agree to provide copies of the final OFFICIAL STATEMENT, and any amendments and supplements thereto, in accordance with the terms of the OFFICIAL NOTICE OF SALE and as required by Rule 15c2-12 of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board.

A Bank Cashier's Check payable to the order of the District in the amount of \$50,000 has been made available to you prior to the opening of this bid, as a Good Faith Deposit, and is submitted in accordance with the OFFICIAL NOTICE OF SALE.

The undersigned agrees to complete, execute, and deliver to the District by the Date of Delivery of the Bonds a certificate relating to the "issue price" of the Bonds in the form accompanying the OFFICIAL NOTICE OF SALE, with such changes thereto as may be acceptable to the District.

We agree to accept delivery of and make payment for the Bonds in immediately available funds at the offices of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 A.M., Houston, Texas time, on the Date of Delivery or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the "Official Notice of Sale." In addition, in the event less than all of the Bonds are sold to ultimate customers prior to the Date of Delivery of the Bonds, we will so notify the District on such date.

The District may not accept this bid until it has received from the bidder, if that bidder is a privately held entity, a completed and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC as provided for in the Official Notice of Sale will result in a non-conforming bid and will prohibit the District from considering this bid for acceptance.

By executing this Bid Form, the bidder represents and verifies that, to the extent this bid for the Bonds represents a contract for goods or services within the meaning of Texas Government Code Sections 2271.002, 2274.002 (as added by Senate Bill 13, 87th Texas Legislature, Regular Session ("SB 13")), or 2274.002 (as added by Senate Bill 19, 87th Texas Legislature, Regular Session ("SB 19")), each as amended, solely for purposes of Texas Government Code Chapters 2271, 2274 as added by SB 13, or 2274 as added by SB 19, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid and through the term of this contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, by executing this Bid Form, the bidder also represents and certifies that, to the extent this bid for the Bonds represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2274.001 of the Texas Government Code (as added by SB 13), each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code (as added by SB 19), as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the bidder or each syndicate member listed on the Official Bid Form, as applicable, within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit.

By executing this Bid Form, Bidder acknowledges the award of the Bonds is conditioned upon compliance by the Bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with this Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District.

By executing this Bid Form, bidder represents to the District that it and each syndicate member listed on the Official Bid Form, if any, (i) has filed a standing letter with the Attorney General of Texas and the Municipal Advisory Council of Texas that conforms to the requirements of the Office of the Attorney General of Texas, (ii) has no reason to believe that the District may not be entitled to rely on such standing letters, and (iii) neither bidder, any syndicate member listed in the Official Bid Form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter from the Texas Comptroller of Public Accounts related to its inclusion on any list of financial companies boycotting energy companies. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter that meets the requirement of the Office of the Attorney General. By executing this Bid Form, Bidder acknowledges that the District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. By submitting a bid, each bidder agrees, should it be the winning bidder, to cooperate with the District and take any action necessary to further verify and confirm compliance with state law by the bidder and each syndicate member listed in the Bid Form.

Further, by executing this Bid Form, the bidder also agrees that it will maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District's rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

Respectfully submitted,

By: _____

Telephone Number: _____

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Rock Prairie Management District No. 2, this 8th day of September, 2022.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

BOND YEARS

Due: September 1, Annually
Dated: October 1, 2022

<u>Year</u>	<u>Principal</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2024	\$ 60,000	120.00	120.00
2025	65,000	195.00	315.00
2026	65,000	260.00	575.00
2027	65,000	325.00	900.00
2028	70,000	420.00	1,320.00
2029	75,000	525.00	1,845.00
2030	80,000	640.00	2,485.00
2031	85,000	765.00	3,250.00
2032	85,000	850.00	4,100.00
2033	85,000	935.00	5,035.00
2034	85,000	1,020.00	6,055.00
2035	85,000	1,105.00	7,160.00
2036	95,000	1,330.00	8,490.00
2037	95,000	1,425.00	9,915.00
2038	95,000	1,520.00	11,435.00
2039	95,000	1,615.00	13,050.00
2040	95,000	1,710.00	14,760.00
2041	100,000	1,900.00	16,660.00
2042	100,000	2,000.00	18,660.00
2043	100,000	2,100.00	20,760.00
2044	110,000	2,420.00	23,180.00
2045	110,000	2,530.00	25,710.00
2046	120,000	2,880.00	28,590.00
2047	120,000	3,000.00	31,590.00
2048	120,000	3,120.00	34,710.00
2049	120,000	3,240.00	37,950.00
2050	120,000	3,360.00	41,310.00
Total	\$ 2,500,000		

Average Maturity 16.524

ISSUE PRICE CERTIFICATE

The undersigned, being a duly authorized representative of the underwriter or the manager of the syndicate of underwriters (“Purchaser”) with respect to the purchase of \$2,500,000 Unlimited Tax Road Bonds, Series 2022, by Rock Prairie Management District No. 2 (the “District”), hereby certifies and represents, based on its records and information, as follows:

[If at least 3 qualified bids are received from underwriters]

1. On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser's reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the “Expected Offering Prices”) to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Issue Price Certificate as **Schedule A**. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.

2. The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

3. The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.

[If less than 3 qualified bids are received from underwriters]

1. [Other than the Bonds maturing in _____ (“Hold-the-Price Maturities”), the][The first price at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (“Maturity”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (“Public”) are the initial offering prices (the “Initial Offering Prices”), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Issue Price Certificate as **Schedule A**.]

[Include the following paragraphs 2 and 3 if there are Hold-the-Price Maturities]

2. On or before the first day on which there is a binding contract in writing for the sale of the Bonds (“Sale Date”), the Purchaser offered to the Public each [maturity of the Bonds having the same credit and payment terms (“Maturity”)] [Maturity of the Hold-the-Price Maturities] at the [Initial Offering Prices for such Maturity] [initial offering prices for such Maturity (“Initial Offering Prices”)], as set forth in **Schedule A** hereto. [A copy of the pricing wire or equivalent communication for the Bonds is attached to this Issue Price Certificate as **Schedule A**.]

3. As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells [at least ten percent (“Substantial Amount”)] [a Substantial Amount] of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.]

[Include the remaining paragraphs regardless of number of bids; revise numbering of paragraphs as appropriate]

4. As used hereinabove, the term “Underwriter” means (i) (A) a person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i)(A) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (ii) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (i) of this paragraph.

5. Please choose the appropriate statement:

Purchaser will not purchase bond insurance for the Bonds.

Purchaser will purchase bond insurance from _____ (the “Insurer”) for a fee/premium of \$ _____ (the “Fee”). To the best of the undersigned's knowledge, information and belief, based upon the facts available at this time and current market conditions, the Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. [Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate.] The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

6. The undersigned has calculated the total underwriting spread on the Bonds to be \$ _____. As used herein, the term "total underwriting spread" means the cost for marketing and selling the Bonds, and includes (a) a total takedown of \$ _____, (b) a total management fee of \$ _____, (c) fees and expenses of underwriter's counsel in the estimated total amount of \$ _____, and (d) other expenses in the total estimated amount of \$ _____.

The undersigned understands that the foregoing information will be relied upon by District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Schwartz, Page & Harding, L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. The undersigned understands that the foregoing information will also be relied upon by the District and by Schwartz, Page & Harding, L.L.P. with respect to compliance with the requirements of Section 1202.008 of Chapter 1202, Texas Government Code, as amended. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED this ____ day of _____, 2022.

Name of Underwriter

By: _____

Title: _____

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST 11, 2022

This Preliminary Official Statement is subject to completion and amendment and is intended solely for the solicitation of initial bids to purchase the Bonds. Upon sale of the Bonds, the Official Statement will be completed and delivered to the Underwriter.

IN THE OPINION OF BOND COUNSEL, THE BONDS ARE VALID OBLIGATIONS OF ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, AND INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION UNDER STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS EXISTING ON THE DATE OF SUCH OPINION. SEE “LEGAL MATTERS” HEREIN FOR A DISCUSSION OF THE OPINION OF BOND COUNSEL.

THE BONDS WILL BE DESIGNATED “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS. SEE “LEGAL MATTERS—Qualified Tax-Exempt Obligations.”

BOOK-ENTRY-ONLY

\$2,500,000
ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
(A political subdivision of the State of Texas located within Brazos County)
UNLIMITED TAX ROAD BONDS
SERIES 2022

Dated: October 1, 2022

Due: September 1, as shown below

Interest Accrual Date: Date of Delivery

Principal of the bonds described above (the “Bonds”) will be payable at maturity or earlier redemption at the principal payment office of the Paying Agent/Registrar, initially The Bank of New York Mellon Trust Co., N.A., Dallas, Texas (the “Paying Agent/Registrar”). Interest on the Bonds will accrue from the initial date of delivery (expected to be October 14, 2022) (the “Delivery Date”) and will be payable on March 1 and September 1 of each year commencing March 1, 2023 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued in fully registered form only in denominations of \$5,000 each or integral multiples thereof. The Bonds will be subject to redemption prior to their maturity, as shown below.

The Bonds will be registered and delivered only 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 (as defined herein under “BOOK-ENTRY-ONLY SYSTEM”) of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the DTC participants. 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/Registrar, as herein defined, directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners. See “BOOK-ENTRY-ONLY SYSTEM.”

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

Due (Sept 1)	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number (d)	Due (Sept 1)	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number (d)
2024	\$ 60,000				2038	\$ 95,000 (c)			
2025	65,000				2039	95,000 (c)			
2026	65,000				2040	95,000 (c)			
2027	65,000				2041	100,000 (c)			
2028	70,000				2042	100,000 (c)			
2029	75,000				2043	100,000 (c)			
2030	80,000 (c)				2044	110,000 (c)			
2031	85,000 (c)				2045	110,000 (c)			
2032	85,000 (c)				2046	120,000 (c)			
2033	85,000 (c)				2047	120,000 (c)			
2034	85,000 (c)				2048	120,000 (c)			
2035	85,000 (c)				2049	120,000 (c)			
2036	95,000 (c)				2050	120,000 (c)			
2037	95,000 (c)								

- (a) The Underwriter (as herein defined) may designate one or more maturities as term bonds. See accompanying “OFFICIAL NOTICE OF SALE” and “OFFICIAL BID FORM.”
- (b) Initial reoffering yield represents the initial offering yield to the public, which has been established by the Underwriter for offers to the public and which may be subsequently changed by the Underwriter and is the sole responsibility of the Underwriter. The initial reoffering yields indicated above represent the lower of the yields resulting when priced to maturity or to the first call date.
- (c) The Bonds maturing on or after September 1, 2030 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, 2029, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. See “THE BONDS—Redemption Provisions.”
- (d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Service and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Underwriter shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

The Bonds, when issued, will constitute valid and legally binding obligations of Rock Prairie Management District No. 2 (the “District”) and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District, as further described herein. 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. Investment in the Bonds is subject to special investment considerations described herein. See “RISK FACTORS.”

The Bonds are offered when, as and if issued by the District, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel. Delivery of the Bonds in book-entry form through DTC is expected on or about October 14, 2022.

BIDS DUE: THURSDAY, SEPTEMBER 8, 2022 AT 9:45 A.M., HOUSTON TIME, HOUSTON, TEXAS
BID AWARD: THURSDAY, SEPTEMBER 8, 2022 AT 2:00 P.M., HOUSTON TIME, COLLEGE STATION, TEXAS

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the 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, 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 Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056 upon payment of the costs of duplication.

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 relevant information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Underwriter, and thereafter only as specified in “UPDATING OF OFFICIAL STATEMENT.”

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement. The summary should not be detached and should be used in conjunction with more complete information contained herein. A full review should be made of the entire OFFICIAL STATEMENT and of the documents summarized or described therein.

THE DISTRICT

- Description and Location* The District was created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the “Act”) pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution. The District contains approximately 300 acres of land and is located on the east side of Texas State Highway 6 (“SH 6”) between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City of College Station. The District lies entirely within the corporate limits of the City of College Station (the “City”) and within the boundaries of the College Station Independent School District. See “THE DISTRICT” and “AERIAL PHOTOGRAPH.”
- The Developers* Approximately 120 acres of land within the District are currently being developed as Midtown City Center by College Station Town Center, Inc. (“CSTC”), a Texas corporation, which was created to own and develop property within the District.
- Approximately 142 acres of land within the District are currently being developed as Midtown Reserve Subdivision by College Station Downtown Residential, LLC (“CSDR”), a Texas limited liability company, which was created to own and develop property within the District.
- CSTC and CSDR are collectively referred to herein as the “Developers.” Neither the Developers nor any of their affiliates are obligated to pay any principal or interest on the Bonds. See “THE DEVELOPERS.”
- The Developers have each entered into various Utility Development Agreements with the District to provide for the financing and construction of water, sewer, drainage and road facilities for the District. See “THE DEVELOPERS” and “TAX DATA—Principal Taxpayers.”
- The remaining developable land in the District is owned by several property owners.
- Status of Development* Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 60 acres developed into 395 single family residential lots). Home construction began in 2019 and, as of May 31, 2022, the District consisted of 166 completed and occupied homes, 124 homes under construction, 1 model home and 104 vacant developed lots. Homebuilding in the District is currently being conducted by DR Horton. New homes in the District range in price from \$260,000 to \$375,000.
- Utility trunk facilities and roads have also been constructed to serve 95 acres of commercial and multi-family development within the District. Commercial development to date includes approximately 7 acres which have been developed as an office park and Accel at College Station, a 116-bed transitional care and rehabilitation facility that is located on approximately 8 acres in the District. A 264-unit apartment complex is under construction on approximately 14 acres of land within the District with the first phase scheduled to open fall 2022. The remaining 66 acres of commercial and multi-family reserves do not have vertical construction.
- The balance of the District consists of approximately 64 undeveloped but developable acres and approximately 81 acres of easements, parks and rights-of-way. See “THE DISTRICT-Status of Development.”
- Water and Wastewater* Retail water and wastewater service for development within the District is provided by College Station Utilities (“CSU”). CSU holds the requisite certificates of convenience and necessity over the land within the District. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.”

*Infectious Disease
Outlook (COVID-19)*

In March 2020, the World Health Organization and the President of the United States separately declared the outbreak of a respiratory disease caused by a novel coronavirus (“COVID-19”) to be a public health emergency. On March 13, 2020, the Governor of Texas (the “Governor”) declared a state of disaster for all counties in the State of Texas (the “State”) because of the effects of COVID-19. Subsequently, in response to a rise in COVID-19 infections in the State and pursuant to Chapter 418 of the Texas Government Code, the Governor issued a number of executive orders intended to help limit the spread of COVID-19 and mitigate injury and the loss of life, including limitations imposed on business operations, social gatherings and other activities.

There are currently no state-mandated COVID-19 related operating limits for any business or other establishment in the State. The Governor retains the right to impose additional restrictions on activities if needed in order to mitigate the effects of COVID-19. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at <https://gov.texas.gov/>. Neither the information on, nor accessed through, such website of the Governor is incorporated by reference into this Official Statement.

The District has not experienced any decrease in property values, unusual tax delinquencies or interruptions to any service as a result of COVID 19; however, the District cannot predict the long-term economic effect of COVID-19 or a similar virus should there be a reversal of economic activity and reinstatement of restrictions. See “RISK FACTORS—Infectious Disease Outbreak (COVID-19).”

THE FINANCING

The Issue.....\$2,500,000 Rock Prairie Management District No. 2 Unlimited Tax Road Bonds, Series 2022, dated October 1, 2022. The Bonds mature serially on September 1 in each of the years from 2024 through 2050, inclusive, in the respective amounts and bearing interest at the rates for each maturity shown on the cover page hereof. Interest on the Bonds will accrue from the Delivery Date (expected to be October 14, 2022) and will be payable March 1 and September 1 of each year commencing March 1, 2023 until maturity or prior redemption and will be calculated on the basis of 360-day year consisting of twelve 30-day months. The Bonds maturing on or after September 1, 2030 are subject to optional redemption, in whole or, from time to time, in part, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. If less than all the Bonds are redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be selected by the District in integral multiples of \$5,000 in any one maturity. If less than all the Bonds within a maturity are redeemed, the Bonds to be redeemed shall be selected by DTC in accordance with its procedures. See “BOOK-ENTRY-ONLY SYSTEM” and “THE BONDS—Redemption Provisions.” The Bonds will be issued in fully registered form only, in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS.”

Book-Entry-Only.....The Bonds will be registered in the name of, and delivered only to, Cede & Co., the nominee of DTC, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the Beneficial Owners. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC, which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. See “BOOK-ENTRY- ONLY SYSTEM.”

Authority for IssuanceThe Bonds are the second series of bonds issued out of an aggregate of \$106,600,000 principal amount of unlimited tax bonds authorized by the District’s voters for the purpose of acquiring or constructing road facilities. The Bonds are issued pursuant to the Bond Order (as defined herein); an election held within the District on November 3, 2015; Article III, Section 52 of the Texas Constitution; the general laws of the State of Texas; Chapter 3909, Texas Special District Local Laws Code; Chapter 49 of the Texas Water Code, as amended; Chapter 375 of the Texas Local Government Code, as amended; and the consent of the City. See “THE BONDS—Authority for Issuance.”

Source of Payment.....The Bonds are payable from a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property 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. See “THE BONDS—Source and Security for Payment.”

Use of Proceeds.....Proceeds of the Bonds will be used to finance items described herein under “USE AND DISTRIBUTION OF BOND PROCEEDS.” In addition, Bond proceeds will be used to capitalize twelve (12) months of interest on the Bonds; to pay interest on funds advanced by the Developers on behalf of the District; and to pay engineering fees and administrative costs and certain other costs related to the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”

Payment Record.....The District has previously issued \$2,500,000 principal amount of unlimited tax road bonds in one series (the “Previously Issued Bonds”). The District will have a total of \$2,435,000 principal amount of bonds outstanding as of September 2, 2022 (the “Outstanding Bonds”). The District has never defaulted on the debt service payments on the Previously Issued Bonds.

*Municipal Bond Rating and
Municipal Bond Insurance*No application has been made to a credit rating service, nor is it expected that the District would have been successful in obtaining an investment grade rating had such application been made.

*Qualified Tax-Exempt
Obligations*The District will designate the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended. See “LEGAL MATTERS—Qualified Tax-Exempt Obligations.”

Bond CounselSchwartz, Page & Harding, L.L.P., Houston, Texas.

EngineerEHRA Engineering, Houston, Texas and Schultz Engineering, LLC, College Station, Texas.

Disclosure Counsel.....McCall, Parkhurst & Horton L.L.P, Houston, Texas.

Financial AdvisorMasterson Advisors LLC, Houston, Texas.

Paying Agent/RegistrarThe Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

RISK FACTORS

The purchase and ownership of the Bonds are subject to special investment considerations, and all prospective purchasers are urged to examine carefully the entire Official Statement with respect to the investment security of the Bonds, including particularly the section captioned “RISK FACTORS.”

FINANCIAL INFORMATION (UNAUDITED)

2021 Certified Taxable Assessed Valuation	\$43,391,211 (a)
2022 Preliminary Taxable Assessed Valuation	\$79,113,895 (b)
Estimate of Taxable Assessed Valuation as of February 1, 2022	\$81,533,941 (c)
Gross Direct Debt Outstanding.....	\$4,935,000 (d)
Estimated Overlapping Debt	<u>3,334,242</u>
Total Gross Direct Debt and Estimated Overlapping Debt.....	\$8,269,242
Ratios of Gross Direct Debt to:	
2022 Preliminary Taxable Assessed Valuation.....	6.24%
Estimate of Taxable Assessed Valuation as of February 1, 2022	6.05%
Ratios of Gross Direct and Estimated Overlapping Debt to:	
2022 Preliminary Taxable Assessed Valuation	10.45%
Estimate of Taxable Assessed Valuation as of February 1, 2022.....	10.14%
2021 Debt Service Tax Rate	\$0.33
2021 Maintenance Tax Rate	<u>0.17</u>
Total	\$0.50
Average Annual Debt Service Requirement (2023-2050).....	\$281,186 (e)
Maximum Annual Debt Service Requirement (2025).....	\$300,350 (e)
Tax Rate Required to Pay Average Annual Debt Service (2023-2050) at a 95% Collection Rate	
Based upon 2022 Preliminary Taxable Assessed Valuation	\$0.38
Based upon Estimate of Taxable Assessed Valuation as of February 1, 2022	\$0.37
Tax Rate Required to Pay Maximum Annual Debt Service (2025) at a 95% Collection Rate	
Based upon 2022 Preliminary Taxable Assessed Valuation	\$0.40
Based upon Estimate of Taxable Assessed Valuation as of February 1, 2022	\$0.39
Status of Development as of May 31, 2022 (f):	
Total Homes Completed (including 166 occupied).....	166
Homes Under Construction	124
Model Homes.....	1
Vacant Developed Lots	104
Lots Under Construction	0
Estimated 2022 Population.....	581(g)

- (a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."
- (b) Provided by the Appraisal District as a preliminary indication of the 2022 taxable value (as of January 1, 2022). Such amount is subject to review and downward adjustment prior to certification. No tax will be levied on such amount until it is certified in the fall of 2022. See "TAX PROCEDURES."
- (c) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on February 1, 2022. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAX PROCEDURES."
- (d) After giving effect to issuance of the Bonds. See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Outstanding Bonds."
- (e) See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Debt Service Requirements."
- (f) See "THE DISTRICT—Land Use" and "Status of Development."
- (g) Based upon 3.5 persons per occupied single-family residence.

PRELIMINARY OFFICIAL STATEMENT

\$2,500,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS

SERIES 2022

This Official Statement provides certain information in connection with the issuance by Rock Prairie Management District No. 2 (the "District") of its \$2,500,000 Unlimited Tax Road Bonds, Series 2022 (the "Bonds").

The Bonds are issued pursuant to a Bond Order authorizing the issuance of the Bonds (the "Bond Order") adopted by the Board of Directors of the District (the "Board"); an election held within the District on November 3, 2015; Article III, Section 52 of the Texas Constitution; Chapter 3909 of the Texas Local Government Code, as amended; the general laws of the State of Texas relating to the issuance of bonds by political subdivisions, including Chapter 49 of the Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended; and the consent of the City of College Station (the "City" or "College Station").

This Official Statement includes descriptions, among others, of the Bonds and the Bond Order, and certain other information about the District and College Station Town Center, Inc. and College Station Downtown Residential, LLC (collectively, 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.

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 Order, a copy of which is available from Bond Counsel upon payment of the costs of duplication therefor. The Bond Order 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.

Description

The Bonds will be dated October 1, 2022, with interest payable on March 1, 2023, and on each September 1 and March 1 thereafter (each an "Interest Payment Date") until the earlier of maturity or redemption. Interest on the Bonds initially accrues from the Delivery Date (expected to be October 14, 2022) of the Bonds to the Underwriter thereof, and thereafter, from the most recent Interest Payment Date. The Bonds mature on September 1 in each of the years and in the amounts shown under "MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS" on the cover page hereof. The Bonds are issued in fully registered form only in denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Bonds will be registered and delivered only to The Depository Trust Company, New York, New York ("DTC"), in its nominee name of Cede & Co., pursuant to the book-entry system described herein ("Registered Owners"). No physical delivery of the Bonds will be made to the purchasers thereof. See "BOOK-ENTRY-ONLY SYSTEM." Interest calculations are based upon a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

Authority for Issuance

At an election held within the District on November 3, 2015, voters of the District authorized a total of \$106,600,000 in unlimited tax bonds for the purpose of acquiring or constructing road facilities. The Bonds constitute the second issuance of bonds from such authorization. After the issuance of the Bonds, a total of \$101,600,000 in principal amount of unlimited tax bonds for road facilities will remain authorized but unissued. The Bonds are issued by the District pursuant to the terms and provisions of the Bond Order; Article III, Section 52 of the Texas Constitution; Chapter 3909, Texas Special District Local Laws Code, as amended; the general laws of the State of Texas, including without limitation Chapter 49 of the Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended; the consent of the City; and an election held within the District as described above. At the above-described election, voters in the District also authorized a total of \$71,400,000 in unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer, and drainage facilities. The District has not issued any bonds from such authorization. See "Issuance of Additional Debt" below.

Source and Security for Payment

The Bonds, together with the Outstanding Bonds and any additional bonds payable from ad valorem taxes, are secured by and payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District. See "TAX PROCEDURES." Investment in the Bonds involves certain elements of risk, and all prospective purchasers are urged to examine carefully this Official Statement with respect to the investment security of the Bonds. See "RISK FACTORS." The Bonds are obligations solely of the District and are not obligations of the City of College Station, Brazos County, the State of Texas, or any political subdivision or entity other than the District.

Funds

The Bond Order confirms the prior creation of the District's Debt Service Fund, including the sub-accounts which are used to separate funds received to pay debt service on bonds issued to finance water, wastewater and storm drainage facilities ("WSD Bonds") from funds received to pay debt service on bonds issued to finance road facilities ("Road Bonds"). The Bond Order also confirms the District's Construction Fund, including the sub-accounts which are used to separate proceeds from WSD Bonds and Road Bonds. An amount equal to twelve months of interest on the Bonds will be deposited from the proceeds from sale of the Bonds into the sub-account of the Debt Service Fund created in respect of Road Bonds. All remaining proceeds of the Bonds will be deposited in the sub-account of the Construction Fund created in respect of Road Bonds.

The proceeds from all taxes levied, appraised and collected for and on account of the Bonds authorized by the Bond Order shall be deposited, as collected, into the sub-account of the Debt Service Fund created in respect of Road Bonds. The Debt Service Fund, which constitutes a trust fund for the benefit of the owners of the Outstanding Bonds, the Bonds and any additional tax bonds issued by the District, is to be kept separate from all other funds of the District, and funds in the sub-accounts created in respect of Road Bonds are to be used for payment of debt service on the Bonds and any of the District's duly authorized Road Bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or part from taxes. Amounts on deposit in the sub-accounts of the Debt Service Fund created in respect of Road Bonds may also be used to pay the fees and expenses of the Paying Agent/Registrar, to defray the expenses of assessing and collecting taxes levied for payment of interest on and principal of the Bonds and any of the Districts duly authorized Road Bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or in part from taxes, and to pay any tax anticipation notes issued in respect of debt service due to or become due on Road Bonds, together with interest thereon, as such tax anticipation notes become due. Funds otherwise on deposit in the Debt Service Fund, including funds in a sub-account created in respect of WSD Bonds, will not be allocated to the payment of the Bonds.

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.

Redemption Provisions

The District reserves the right, at its option, to redeem the Bonds maturing on and after September 1, 2030, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000, on September 1, 2029, or any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. If fewer than all of the Bonds are to be redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds shall be selected by DTC in accordance with its procedures. See "BOOK-ENTRY-ONLY SYSTEM." Notice of each exercise of the reserved right of optional redemption shall be given by the Paying Agent/Registrar at least thirty (30) calendar days prior to the redemption date, in the manner specified in the Bond Order.

By the redemption date, due provision shall be made with the Paying Agent/Registrar for payment of the principal of the Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date. 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 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.

Method of Payment of Principal and Interest

The Board has appointed The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas, as the initial Paying Agent/Registrar for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid. See "BOOK-ENTRY-ONLY SYSTEM."

Registration

Section 149(a) of the Internal Revenue Code of 1986, as amended, requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owner's income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered Bond will be issued for each maturity of the Bonds and will be deposited with DTC. See "BOOK-ENTRY-ONLY SYSTEM." So long as any Bonds remain outstanding, the District will maintain at least one paying agent/registrars in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Replacement of Paying Agent/Registrar

Provision is made in the Bond Order for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrars shall be required to accept the previous Paying Agent/Registrar's records and act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrars selected by the District shall be a duly qualified and competent trust or banking corporation or organization organized and doing business under the laws of the United States of America or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or state banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission.

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 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.

Issuance of Additional Debt

The District's voters have authorized the issuance of a total of \$106,600,000 unlimited tax bonds for the purpose of acquiring or constructing road facilities and could authorize additional amounts. Following the issuance of the Bonds, the District will have \$101,600,000 of unlimited tax bonds authorized but unissued for said improvements and facilities. The District's voters have also authorized the issuance of a total of \$71,400,000 unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer, and drainage facilities, and could authorize additional amounts. The District voters have authorized a total of \$178,000,000 unlimited tax refunding bonds for the purpose of refunding outstanding bonds of the District and could authorize additional amounts. No bonds have been issued from said unlimited tax water, sanitary sewer, and drainage facilities authorization and unlimited tax refunding authorizations.

The Bond Order 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.

Financing Road Facilities

Pursuant to provisions of the Texas Constitution and the Act, as defined herein, the District is authorized to develop and finance with property taxes certain road facilities following a successful District election to approve the issuance of road bonds payable from taxes. At an election held within the District on November 3, 2015, voters of the District authorized a total of \$106,600,000 in principal amount of unlimited tax bonds for financing and constructing road facilities. The Bonds are the second series of bonds issued from said authorization. After issuance of the Bonds, the District will have \$101,600,000 principal amount of unlimited tax bonds for acquiring or constructing road facilities authorized but unissued for said improvements and facilities. See “—Issuance of Additional Debt” herein and “RISK FACTORS – Future Debt.” Issuance of additional bonds for road facilities may dilute the security for the Bonds.

Financing Recreational Facilities

The District is authorized to finance, operate, maintain and construct certain recreational facilities; provided, however, the District may not issue bonds payable from ad valorem taxes for said recreational facilities.

Abolishment

Under Texas law, the District may be abolished and dissolved by the City without the District's consent; provided, however, the City's right to dissolve the District is limited by the terms set forth in the Utility Agreement. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.” If the District is abolished, the City will assume the District's assets and obligations (including the Bonds) and abolish the District within ninety (90) days thereafter. Prior to abolishment and dissolution by the City, the District shall have the opportunity to discharge any obligations of the District by selling its bonds or by causing the City to sell bonds of the City in an amount necessary to discharge such obligations. Abolishment of the District by the City is a policymaking matter within the discretion of the Mayor and the City Council of the City, and, therefore, the District makes no representation that abolishment will or will not occur. Moreover, no representation is made concerning the ability of the City of College Station to make debt service payments should abolishment occur.

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 Order, or defaults in the observance or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Registered Owners have the right to seek 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 Order. Except for mandamus, the Bond Order 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. Certain traditional legal remedies may also not be available. See “RISK FACTORS—Registered Owners' Remedies.”

Defeasance

The Bond Order 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) for obligations of the District payable from revenues or from ad valorem taxes or both, or a commercial bank or trust company designated in the proceedings authorizing such discharge 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 noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by 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. The foregoing obligations may be in book entry form and shall 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. If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Bond Order.

Upon such deposit as described above, such Bonds shall no longer be regarded to be 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 a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Bond Order does not contractually limit such investments, Registered Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, (“DTC”) while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District or the Financial Advisor take any responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and 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 procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company (“DTC”), New York, New York, 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. 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 effect 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 of redemption proceeds, distributions, and dividend payments 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 Underwriters take any responsibility for the accuracy thereof.

THE DISTRICT

General

The District is a municipal management district created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the "Act") pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution, and operates under the provisions of the Act, Chapter 49, Texas Water Code, as amended, Chapter 375, Texas Local Government Code, as amended, and other general statutes of Texas applicable to municipal management districts. The District contains approximately 300 acres of land and is located on the east side of Texas State Highway 6 (the "SH 6") between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City. The District lies entirely within the corporate limits of the City and within the boundaries of the College Station Independent School District. See "AERIAL PHOTOGRAPH." The District is subject to the continuing supervisory jurisdiction of the Texas Commission on Environmental Quality ("TCEQ").

The District is empowered, among other things, to finance, 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 and finance certain road facilities. The District may issue bonds and other forms of indebtedness to purchase or construct all of such facilities. The District may also provide solid waste disposal and collection services. Additionally, the District is empowered to finance, operate, maintain and construct recreational facilities, but may not issue bonds payable from ad valorem taxes therefor. See "THE BONDS-Issuance of Additional Debt" and "-Financing Road Facilities."

The TCEQ exercises continuing supervisory jurisdiction over the District with respect to 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 "UTLILTY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

Land Use

<i>Single-Family Residential</i>	Approximate <u>Acres</u>	<u>Lots</u>
Midtown Reserve Subdivision:		
Phase 100	5	26
Phase 102	9	62
Phase 104	5	36
Phase 105	10	69
Phase 106	7	50
Phase 107	8	48
Phase 200	9	49
Phase 201	7	55
Subtotal.....	<u>60</u>	<u>395</u>
<i>Developed Commercial (Office Park and Rehab Center)</i>	15	---
<i>Commercial Reserves served with Trunk Utilites (no vertical)</i>	66	---
<i>Multi-family Reserves (a)</i>	14	---
<i>Remaining Developable Acreage</i>	64	---
<i>Non-Developable (Easements, Parks and Rights-of-way)</i>	<u>81</u>	<u>---</u>
Total	300	395

(a) A 264-unit apartment complex is under construction with the first phase scheduled to open fall 2022.

Status of Development

Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 60 acres developed into 395 single family residential lots). Home construction began in 2019 and, as of May 31, 2022, the District consisted of 166 completed and occupied homes, 124 homes under construction, 1 model home and 104 vacant developed lots. Homebuilding in the District is currently being conducted by DR Horton. New homes in the District range in price from \$260,000 to \$375,000.

Utility trunk facilities and roads have also been constructed to serve 95 acres of commercial and multi-family development within the District. Commercial development to date includes approximately 7 acres which have been developed as an office park and Accel at College Station, a 116-bed transitional care and rehabilitation facility that is located on approximately 8 acres in the District. A 264-unit apartment complex is under construction on approximately 14 acres of land within the District with the first phase scheduled to open fall 2022. The remaining 66 acres of commercial and multi-family reserves do not have vertical construction.

The balance of the District consists of approximately 64 undeveloped but developable acres and approximately 81 acres of easements, parks and rights-of-way.

Future Development

Approximately 64 developable acres of land in the District are not yet fully served with the water, sanitary sewer, drainage, storm sewer or road facilities 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 (\$101,600,000 principal amount for road facilities and \$71,400,000 principal amount for water, sanitary sewer, drainage facilities) should be sufficient to finance the construction of water, sanitary sewer, drainage and road facilities required for full development of the District.

UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION

The District operates pursuant to a Utility and Road Agreement between the City and the District, dated as of February 17, 2015 (the "Utility Agreement"). Pursuant to the Utility Agreement, the District assumed responsibility for acquiring and constructing for the benefit of the City, the water distribution, wastewater collection, storm water, and road facilities, to serve development occurring within the boundaries of the District (the "Facilities"). The District has agreed to convey, and the City has agreed to accept, the Facilities, except for stormwater detention facilities and recreational 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. 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 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. 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 management districts.

The District is authorized by the Act to construct, maintain and finance recreational facilities with the use of any available funds, and the City has consented to the use of any available funds for such purposes in Resolution No. 07-09-15-02 dated July 9, 2015 as amended by Resolution No. 03-11-21-3.8 dated March 11, 2021. Pursuant to an Interlocal Agreement between the District and the City dated March 11, 2021, the neighborhood park(s) and/or community park(s) within the District will be dedicated to the City per the City's Unified Development Ordinance, but operated and maintained by the District. Pursuant to the Utility Agreement, said recreational facilities will not be conveyed to the City.

The City's right to dissolve the District is restricted under the Utility Agreement. Under the terms of the Utility Agreement, the City agrees that it will not dissolve the District until the Infrastructure and Economic Development Agreement between the City and CSTC, and as partially assigned to the District and CSDR, has expired or has been terminated. The City has also agreed to afford the District the opportunity to discharge any remaining District obligations under any existing Utility Development Agreement with a developer in the District by authorizing the sale of bonds during a dissolution transition period or selling bonds of the City in an amount adequate to discharge the District's obligations.

MANAGEMENT OF THE DISTRICT

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. Directors serve staggered four-year terms and are appointed by the City based on nominations from the Board. All of the directors are qualified to serve the District. The Directors and Officers of the District are listed below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Uri Geva	President	June 2023
Hays Glover	Vice President	June 2023
Mark Lindemulder	Secretary	June 2023
Logan Lee	Assistant Vice President	June 2025
Samuel Kerbel	Assistant Secretary	June 2025

The District has no full-time employees but instead contracts with the entities described below for professional services:

Tax Assessor/Collector

Land and improvements in the District are being appraised for taxation by the Brazos Central Appraisal District. The District contracts with B&A Municipal Tax Service, LLC to act as Tax Assessor/Collector for the District.

Bookkeeper

The District contracts with Municipal Accounts & Consulting, L.P. (the “Bookkeeper”) for bookkeeping services for the District.

Engineer

The consulting engineers for the District in connection with the design and construction of the District’s facilities are EHRA Engineering and Schultz Engineering, LLC (collectively, the “Engineer”).

Auditor

The District retains an independent auditor to audit the District’s financial statements annually, which if required by the Texas Water Code, are filed with the Commission. The financial statements of the District, as of May 31, 2021, and for the fiscal year then ended, included in this official statement, have been audited by BKD, LLP, independent auditors, as stated in their report appearing herein. The District has engaged BKD, LLP, independent auditors, to audit the financial statements of the District for the fiscal year ended May 31, 2022. Effective June 1, 2022, BKD, LLP’s name changed to FORVIS, LLP. See “APPENDIX A” for a copy of the District’s May 31, 2021 audited financial statements.

Bond Counsel and General Counsel

Schwartz, Page & Harding, L.L.P. (“Bond Counsel”) serves as bond counsel to the District. The fee to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds. In addition, Schwartz, Page & Harding, L.L.P. serves as general counsel to the District on matters other than the issuance of bonds.

Disclosure Counsel

The District has engaged McCall, Parkhurst & Horton L.L.P. as disclosure counsel (“Disclosure Counsel”). The fees paid to Disclosure Counsel in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

Financial Advisor

Masterson Advisors LLC (the “Financial Advisor”) serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon the sale and delivery of the Bonds.

THE DEVELOPERS

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 Developers 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. See "RISK FACTORS – Dependence on Principal Taxpayers."

The Developers

Approximately 120 acres within the District is being developed as Midtown City Center by College Station Town Center, Inc., a Texas corporation ("CSTC"), which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is the President of CSTC and an owner of a portion of CSTC.

Approximately 142 acres of land within the District is being developed as Midtown Reserve for single family purposes by College Station Downtown Residential LLC ("CSDR"), a Texas limited liability company, which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is a director of DM-CSDR Inc., which is a member of CSDR.

Acquisition and Development Financing

To obtain land acquisition and development financing for the land it owns within the District, CSTC entered into a loan agreement with Crockett National Bank, which has been refinanced with a Loan from VeraBank, N.A.. Pursuant to such loan agreement with VeraBank, N.A., CSTC may obtain advances for the installation of roads and utilities within the District in an amount not to exceed \$10,200,000 in the aggregate. Advances under such loan agreement are subject to a deed of trust on CSTC's land within the District and are guaranteed by its principals. Pursuant to such loan agreement, the note payable to VeraBank, N.A. has a maturity date of September 9, 2024. As of May 31, 2022, the outstanding balance on the note was \$9,108,856.60. The owners of CSTC have also financed a portion of the acquisition and development cost.

To obtain land acquisition and development financing for the single-family residential land, CSDR entered into a loan agreement with The Bank and Trust. The loan with The Bank and Trust has been paid off and no other debt is in place at this time.

THE ROADS

Bond proceeds will be used to finance a portion of the construction and paving of Bird Pond Road, McQueeney Drive, Toleo Bend Drive, Mountain Road, Mineral Wells Lane and Lady Bird Lane and other road facilities to serve Midtown Reserve within the District.

All roadways are designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement.

The roads within the District 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).

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, \$1,839,797 is estimated for construction costs, \$491,764 is estimated for non-construction costs, and \$168,439 is estimated for issuance costs and fees. The actual amounts to be reimbursed by the District and the non-construction costs will be finalized after the sale of the Bonds and completion of agreed-upon procedures by the District's auditor. The surplus funds, if any, may be expended for any lawful purpose for which surplus construction funds may be used, limited, however, to the purposes for which the Bonds were issued.

CONSTRUCTION RELATED COSTS

Road Construction Costs.....	\$ 1,839,797
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Total Construction Related Costs.....	\$ 1,839,797
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NON-CONSTRUCTION COSTS

Underwriter's Discount (estimated at 3%)	\$ 75,000
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Capitalized Interest (estimated 12 months at 5.00%)	125,000
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Developer Interest.....	291,764
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Total Non-Construction Related Costs.....	\$ 491,764
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ISSUANCE COSTS AND FEES

Issuance Costs and Professional Fees.....	\$ 165,939
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State Regulatory Fees.....	2,500
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Total Issuance Costs and Fees.....	\$ 168,439
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TOTAL BOND ISSUE	\$ 2,500,000
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In the instance that estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for authorized purposes.

Future Debt

The Developers 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 sale of the Bonds, the Developers will have expended approximately \$18,210,000 (as of May 31, 2022) 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 TCEQ, including payments to the City for the right to use additional capacity in the City's water supply and wastewater treatment facilities, if applicable. The District contains approximately 64 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>
11/3/2015	Roads	\$ 106,600,000	\$ 5,000,000 (a)	\$ 101,600,000
11/3/2015	Roads Refunding	\$ 106,600,000	-	\$ 106,600,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities	\$ 71,400,000	-	\$ 71,400,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities Refunding	\$ 71,400,000	-	\$ 71,400,000

(a) Includes the Bonds.

FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)

2021 Certified Taxable Assessed Valuation	\$43,391,211	(a)
2022 Preliminary Taxable Assessed Valuation	\$79,113,895	(b)
Estimated Taxable Assessed Valuation as of February 1, 2022	\$81,533,941	(c)
Gross Direct Debt Outstanding (the Bonds and the Outstanding Bonds)..... \$4,935,000		
Ratios of Gross Direct Debt to:		
2022 Preliminary Taxable Assessed Valuation	6.24%	
Estimated Taxable Assessed Valuation as of February 1, 2022.....	6.05%	

Area of District: Approximately 300 acres
Estimated 2022 Population: 581(d)

- (a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."
- (b) Provided by the Appraisal District as a preliminary indication of the 2022 taxable value (as of January 1, 2022). Such amount is subject to review and downward adjustment prior to certification. No tax will be levied on such amount until it is certified in the fall of 2022. See "TAX PROCEDURES."
- (c) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on February 1, 2022. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAX PROCEDURES."
- (d) Based on 3.5 persons per occupied single-family residence.

Cash and Investment Balances (unaudited as of August 11, 2022)

Operating Fund	Cash and Temporary Investments	\$6,603(a)
Road Debt Service Fund	Cash and Temporary Investments	\$120,241(b)
Road Capital Projects Fund	Cash and Temporary Investments	\$0

- (a) See "RISK FACTORS—Operating Fund."
- (b) The District will capitalize twelve (12) months of interest on the Bonds, which will be deposited to the Road Bond Sub-Account within the District's Debt Service Fund. Neither Texas law nor the Bond Order requires the District to maintain any minimum balance in the Debt Service Funds. See "USE AMD DISTRIBUTION OF BOND PROCEEDS."

Investments of the District

The District has adopted an Investment Policy as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. 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 owning, long term securities or derivative products in the District's investment portfolio.

Outstanding Bonds (as of September 2, 2022)

Series	Original Principal Amount	Outstanding Bonds 9/2/2022
2021 (a)	\$ 2,500,000	\$ 2,435,000

- (a) Unlimited tax road bonds.

ESTIMATED OVERLAPPING DEBT STATEMENT

Estimated Overlapping Debt

Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from information contained in "Texas Municipal Reports" published by the Municipal Advisory Council of Texas or other publicly available information. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon such information as being accurate or complete. Political subdivisions overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance, and/or general revenue purposes in addition to taxes for payment of their debt, and some are presently levying and collecting such taxes.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping	
			Percent	Amount
Brazos County.....	\$ 81,300,000	8/15/2022	0.20%	\$ 162,600
College Station ISD.....	361,330,000	8/15/2022	0.38%	1,373,054
City of College Station.....	438,680,000	8/15/2022	0.41%	<u>1,798,588</u>
Total Estimated Overlapping Debt.....				\$ 3,334,242
The District.....	4,935,000 (a)	Current	100.00%	<u>4,935,000</u>
Total Direct and Estimated Overlapping Debt.....				\$ 8,269,242
Ratio of Estimated Direct and Overlapping Debt to 2022 Preliminary Taxable Assessed Valuation.....				10.45%
Ratio of Estimated Direct and Overlapping Debt to Estimated Taxable Assessed Valuation as of February 1, 2022....				10.14%

(a) Includes the Bonds and the Outstanding Bonds.

Overlapping Taxes for 2021

Property within the District is subject to taxation by several taxing authorities in addition to the District. On January 1 of each year a tax lien attaches to property to secure the payment of all taxes, penalties and interest imposed on such property. The lien exists in favor of each taxing unit, including the District, having the power to tax the property. The District's tax lien is on a parity with tax liens of taxing authorities shown below. In addition to ad valorem taxes required to pay debt service on bonded debt of the District and other taxing authorities, certain taxing jurisdictions, including the District, are also authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Set forth below are all of the taxes levied for the 2021 tax year by all taxing jurisdictions overlapping the District and the 2021 tax rate of the District. No recognition is given to local assessments for civic association dues, fire department contributions, solid waste disposal charges or any other levy of entities other than political subdivisions.

	2021 Tax Rate per \$100 of Taxable <u>Assessed Valuation</u>
Brazos County.....	\$ 0.493500
College Station ISD.....	1.215200
City of College Station.....	<u>0.534618</u>
Total Overlapping Tax Rate.....	\$ 2.243318
The District.....	<u>0.500000</u>
Total Tax Rate.....	\$ 2.743318

TAX DATA

Debt Service Tax

The Board covenants in the Bond Order 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 and the Outstanding Bonds. For tax year 2021, the District has levied a tax rate of \$0.33 for debt service. See “Tax Rate Distribution” and “Tax Roll Information” below, and “TAX PROCEDURES” and “RISK FACTORS—Factors Affecting Taxable Values and Tax Payment.”

Maintenance and Operations Tax

The Board has the statutory authority to levy and collect an annual ad valorem tax for the operation and maintenance of the District, if such a maintenance tax is authorized by the District’s voters. A maintenance tax election was held on November 3, 2015, and voters of the District authorized, among other things, the Board to levy a maintenance tax at a rate not to exceed \$1.00 per \$100 assessed valuation for general operations and maintenance costs. The District levied a \$0.17 maintenance and operations tax rate for 2021. A maintenance tax is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds. See “Debt Service Tax” above.

Tax Rate Distribution

	2021	2020	2019	2018	2017
Debt Service	\$ 0.330	\$ -	\$ -	\$ -	\$ -
Maintenance and Operations	0.170	0.500	0.500	0.500	0.500
Total	\$ 0.500	\$ 0.500	\$ 0.500	\$ 0.500	\$ 0.500

Historical 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 District records. Reference is made to such records for further and more complete information.

Tax Year	Certified Taxable Assessed Valuation	Tax Rate	Total Tax Levy	Total Collections as of July 31, 2022	
				Amount	Percent
2017	\$ 3,992,557	\$0.500	\$ 19,963	\$ 19,963	100.00%
2018	9,892,250	0.500	49,461	49,461	100.00%
2019	14,659,986	0.500	73,300	73,300	100.00%
2020	23,533,362	0.500	117,667	117,667	100.00%
2021	43,391,211	0.500	216,956	213,863	98.57%

Taxes are due upon receipt of bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. No split payments are allowed, and no discounts are allowed.

Principal Taxpayers

The following table represents the principal taxpayers, the type of property, the certified taxable assessed value of such property and such property's certified assessed value as a percentage of the 2021 Certified Taxable Assessed Valuation of \$43,391,211, which represents ownership as of January 1, 2021. Principal taxpayer lists related to the 2022 Preliminary Taxable Assessed Valuation, of \$79,113,895, which is subject to review and downward adjustment prior to certification, and the Estimated Taxable Assessed Valuation as of February 1, 2022 of \$81,533,941 are not available.

<u>Taxpayer</u>	<u>Type of Property</u>	<u>2021 Certified Taxable Assessed Valuation</u>	<u>% of 2021 Certified Taxable Assessed Valuation</u>
LOA Brazos NM LLC (a)	Land & Improvements	\$ 8,351,462	19.28%
College Station Town Center Inc. (b)	Land & Improvements	5,815,368	13.42%
Continental Homes of Texas LP (c)	Land & Improvements	4,581,082	10.57%
CS Midtown Holdings LP	Land	3,060,558	7.06%
College Station Downtown Residential LLC (b)	Land	2,057,209	4.75%
Individual	Land & Improvements	2,009,683	4.64%
4121 Midtown Office Park LLC	Land & Improvements	1,783,025	4.12%
Midrtown Adventures LLC	Land & Improvements	721,626	1.67%
Accel at College Station (a)	Personal Property	604,880	1.40%
BMJ5 Investments LLC	Land & Improvements	423,641	0.98%
Total		<u>\$ 29,408,534</u>	<u>67.89%</u>

- (a) Accel at College Station Transitional Care and Rehabilitation Center.
- (b) See "THE DEVELOPERS."
- (c) d/b/a DR Horton.

Tax Roll Information

The District's assessed value as of January 1 of each year is used by the District in establishing its tax rate. See "TAX PROCEDURES—Valuation of Property for Taxation". The following represents the composition of certified property comprising the 2019 through 2021 Certified Taxable Assessed Valuations. Differences in value from other information herein are due to differences in dates of information provided. Breakdowns of the 2022 Preliminary Taxable Assessed Valuation, which is subject to review and downward revision prior to certification, and the Estimated Taxable Assessed Valuation as of February 1, 2022 are not available.

	<u>2021 Certified Taxable Valuation</u>	<u>2020 Certified Taxable Valuation</u>	<u>2019 Certified Taxable Valuation</u>
Land	\$ 25,709,367	\$ 14,785,710	\$ 7,471,466
Improvements	17,711,363	8,162,825	7,441,450
Personal Property	608,274	617,829	909,670
Exemptions	(637,793)	(33,002)	(1,162,600)
Total Certified	<u>\$ 43,391,211</u>	<u>\$ 23,533,362</u>	<u>\$ 14,659,986</u>

Tax Adequacy for Debt Service

The tax rate calculations set forth below are presented to indicate the tax rates per \$100 of taxable assessed valuation which would be required to meet average annual and maximum debt service requirements if no growth in the District's tax base occurred beyond the 2022 Preliminary Taxable Assessed Valuation of \$79,113,895 and the Estimated Taxable Assessed Valuation as of February 1, 2022 of \$81,533,941. The calculations contained in the following table merely represent the tax rates required to pay principal and interest on the Bonds and the Outstanding Bonds when due, assuming no further increase or any decrease in taxable assessed values in the District, 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 "RISK FACTORS—Factors Affecting Taxable Values and Tax Payments."

Average Annual Debt Service Requirement (2023-2050)	\$281,186
\$0.38 Tax Rate on 2022 Preliminary Taxable Assessed Valuation at 95% collections	\$285,601
\$0.37 Tax Rate on Estimated Taxable Assessed Valuation as of February 1, 2022 at 95% collections .	\$286,592
 Maximum Annual Debt Service Requirement (2025)	 \$300,350
\$0.40 Tax Rate on 2022 Preliminary Taxable Assessed Valuation at 95% collections	\$300,633
\$0.39 Tax Rate on Estimated Taxable Assessed Valuation as of February 1, 2022 at 95% collections .	\$302,083

No representations or suggestions are made that the 2022 Preliminary Taxable Assessed Valuation, which is subject to review and downward revision prior to certification, or and the estimated values of land and improvements provided by the Appraisal District as of February 1, 2022, for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See "TAX PROCEDURES."

TAX PROCEDURES

Property Tax Code and County-Wide Appraisal District

The Texas Tax Code (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 a single appraisal district with the responsibility for recording and appraising property for all taxing units within a county and a single appraisal review board with the 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 wholly within Brazos County, including the District. Such appraisal values are subject to review and change by the Brazos County Appraisal Review Board (the "Appraisal Review Board"). Under certain circumstances, taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a 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. Absent any such appeal, the appraisal roll, as prepared by the Appraisal District and approved by the Appraisal Review Board, must be used by each taxing jurisdiction in establishing its tax roll and tax rate. The District is eligible, along with all other conservation and reclamation districts within Brazos County, to participate in the nomination of and vote for a member of the Board of Directors of the Appraisal District.

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property and tangible personal property in the District is subject to taxation by the District; however, it is expected that no effort will be made by the District to collect taxes on personal property other than on personal property rendered for taxation, business inventories and the property of privately owned utilities. Principal categories of exempt property include: 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; farm products owned by the producer; all oil, gas and mineral interests owned by an institution of higher education; certain property owned by exclusively charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; solar and wind-powered energy devices; 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 or under a disability for purposes of payment of disability insurance benefits under the Federal Old-Age Survivors and Disability Insurance Act to the extent deemed advisable by the Board. The District would be required to call an election on such residential homestead exemption upon petition by at least twenty percent (20%) of the number of qualified voters who voted in the District's preceding election and would be required to offer such an exemption if a majority of voters approve it at such election. For the 2022 tax year, the District has not granted any such exemptions. The District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 of assessed valuation depending upon the disability rating of the veteran, if such rating is less than 100%. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value 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 (i) the residence homestead was donated by a charitable organization at no cost to the disabled veteran or, (ii) the residence was donated by a charitable organization at some cost to the disabled veteran if such cost is less than or equal to fifty percent (50%) of the total good faith estimate of the market value of the residence as of the date the donation is made. Also, the surviving spouse of a member of the armed forces or a first responder (as defined under Texas law), who was (i) killed in action, or (ii)

fatally injured in the line of duty, is, 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 of the surviving spouse.

A "Freeport Exemption" applies to goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining oil 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 certain tangible personal property, as defined by the Property Tax Code, acquired in or imported into Texas for storage purposes and which 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. The exemption excludes oil, natural gas, petroleum products, aircraft and certain special inventory including dealer's motor vehicles, dealer's vessel and outboard motor vehicle, dealer's heavy equipment and retail manufactured housing inventory. The exemption applies to covered property if it 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. 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. However, taxing units who took official action as allowed by prior law before October 1, 2011, to tax goods-in-transit property, and who pledged such taxes for the payment of debt, may continue to impose taxes against the goods-in-transit property until the debt is discharged without further action, if cessation of the imposition would impair the obligations of the contract by which the debt was created. The District has not exercised its option to tax goods-in-transit personal property but may choose to do so in the future.

General Residential Homestead Exemption

Texas law authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) of the appraised value of residential homesteads, but not less than \$5,000 if any exemption is granted, from ad valorem taxation. The law provides, however, that 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. For the 2022 tax year, the District has not granted a general residential homestead exemption.

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. Assessments under the Property Tax Code are to be based upon one hundred percent (100%) of market value. The appraised value of residential homestead property may be limited to the lesser of the market value of the property, or the sum of the appraised value of the property for the last year in which it was appraised, plus ten percent (10%) of such appraised value multiplied by the number of years since the last appraisal, plus the market value of all new improvements to the property. Once an appraisal roll is prepared and approved by the Appraisal Review Board, it is used by the District in establishing its tax rate. The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraised values. The plan must provide for appraisal of all real property by the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis.

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, including the District, may appeal orders of the Appraisal Review Board by filing a petition for review in district court within forty-five (45) days after notice is received that a final order has been entered. In such event, the property value in question may 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 comply with the Property Tax Code. The District may challenge the exclusion of property from the appraisal rolls or the grant, in whole or in part, of an exemption.

Texas law provides for notice and hearing procedures prior to the adoption of an ad valorem tax rate by the District. Additionally, under certain circumstances, an election would be required to determine whether to approve the adopted total tax rate. See "TAX PROCEDURES—Rollback of Operations and Maintenance Tax Rate." The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Agricultural, Open Space, Timberland and Inventory Deferment

The Property Tax Code permits land designated for agricultural use (including wildlife management), open space, or timberland to be appraised at its value based on the land's capacity to produce agriculture or timber products rather than at its fair 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. Landowners wishing to avail themselves of any of such designations must apply for the designation, and the Appraisal District 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 and not as to others. If a claimant receives the 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 for the three (3) years prior to the loss of the designation for agricultural, timberland or open space land. According to the District's Tax Assessor/Collector, as of January 1, 2021, approximately 10 acres of land within the District was designated for agricultural use, open space, inventory deferment, or timberland.

Tax Abatement

The City and Brazos County may designate all or part of the District as a reinvestment zone, and the District, Brazos County, and the City may thereafter enter into tax abatement agreements with the owners of property within the zone. The tax abatement agreements may exempt from ad valorem tax, by the applicable taxing jurisdictions, and by 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 a comprehensive plan. According to the District's Tax Assessor/Collector, to date, none of the area within the District has been designated as a reinvestment zone.

Levy and Collection of Taxes

The District is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. The District adopts its tax rate each year after it receives a tax roll certified by the Appraisal District. Taxes are due upon receipt of a bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. A delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid beginning the first calendar month it is delinquent. A delinquent tax also incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus a one percent (1%) penalty 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. However, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent, which penalty remains at such rate without further increase. If the tax is not paid by July 1, an additional penalty of up to the amount of the compensation specified in the District's contract with its delinquent tax collection attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District. With respect to personal property taxes that become delinquent on or after February 1 of a year and that remain delinquent sixty (60) days after the date on which they become delinquent, as an alternative to the penalty described in the foregoing sentence, an additional penalty on personal property of up to the amount specified in the District's contract with its delinquent tax attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District prior to July 1. The District's contract with its delinquent tax collection attorney currently specifies a [fifteen percent (15%)] [twenty percent (20%)] additional penalty. The District may waive penalties and interest on delinquent taxes only for the items specified in the Texas Property Tax Code. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency of taxes under certain circumstances. The owner of a residential homestead property who is (i) a person sixty-five (65) years of age or older, (ii) under a disability for purpose of payment of disability insurance benefits under the Federal Old Age Survivors and Disability Insurance Act, or (iii) qualifies as a disabled veteran under Texas law, is also entitled by law to pay current taxes on a residential homestead in installments or to defer the payment of taxes without penalty during the time of ownership. Additionally, a person who is delinquent on taxes for a residential homestead is entitled to an agreement with the District to pay such taxes in installments over a period of between 12 and 36 months (as determined by the District) when such person has not entered into another installment agreement with respect to delinquent taxes with the District in the preceding 24 months.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code classifies certain special purpose districts, including the District, differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a 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 herein as “Low Tax Rate Districts.” Districts that have financed, completed, and issued bonds to pay for all land, 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 below. See “SELECTED FINANCIAL INFORMATION” for a description of the District's current total tax rate.

Low Tax Rate Districts

Low Tax Rate Districts 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 in the district, subject to certain homestead exemptions, are 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 Low Tax Rate District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

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 in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are 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 the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, 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 Low Tax Rate District and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Low Tax Rate Districts.

Developing Districts

Districts that do not meet the classification of a Low Tax Rate District 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 imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, 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 the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

The District

A determination as to a district's status as a Low Tax Rate District, Developed District or Developing District will be made by the Board of Directors on an annual basis. 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. For 2022, the District has been designated as a Developing District.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property against which the tax is levied. In addition, on January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of each taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of other such taxing units. See “ESTIMATED OVERLAPPING DEBT STATEMENT.” 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. Further, personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalties, and interest.

Except with respect to (i) owners of residential homestead property who are sixty-five (65) years of age or older or under a disability as described above and who have filed an affidavit as required by law and (ii) owners of residential homesteads who have entered into an installment agreement with the District for payment of delinquent taxes as described above and who are not in default under said agreement, 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. 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, or by taxpayer redemption rights (a taxpayer may redeem property that is a residence homestead or was designated for agricultural use within two (2) years after the deed issued at foreclosure is filed of record and may redeem all other property within six (6) months after the deed issued at foreclosure is filed of record) or by bankruptcy proceedings which restrict the collection of taxpayer debt. The District's ability to foreclose its tax lien or collect penalties and interest 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. Generally, the District's tax lien and a federal tax lien are on par with the ultimate priority being determined by applicable federal law. See "RISK FACTORS—Tax Collection Limitations."

GENERAL FUND

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 May 31, 2020 and 2021 and an unaudited summary from the District's bookkeeper for the fiscal year ended May 31, 2022. Such figures are included for informational purposes only. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. See "RISK FACTORS—Operating Funds." Reference is made to "APPENDIX A" for further and complete information.

	Fiscal Year Ended May 31		
	2022 (a)	2021	2020 (b)
Revenues			
Property Taxes	\$ 74,616	\$ 116,829	\$ 73,312
Penalty and Interest	-	1,738	3,092
Investment Income	-	66	54
Other Income	-	-	11,156
Total Revenues	\$ 74,616	\$ 118,633	\$ 87,614
Expenditures			
Professional Fees	\$ 86,214	\$ 94,471	\$ 97,192
Contracted Services	40,599	23,538	19,256
Other Expenditures	4,927	13,843	9,001
Total Expenditures	\$ 131,740	\$ 131,852	\$ 125,449
Revenues Over (Under) Expenditures	\$ (57,124)	\$ (13,219)	\$ (37,835)
Other Sources			
Developer Advances	\$ -	\$ 50,033	\$ 67,490
Fund Balance (Beginning of Year)	\$ 70,640	\$ 33,826	\$ 4,171
Fund Balance (End of Year)	\$ 13,516	\$ 70,640	\$ 33,826

(a) Unaudited. Provided by the District's bookkeeper.

(b) Initial audited financial statements.

DEBT SERVICE REQUIREMENTS

The following sets forth the debt service requirements for the Outstanding Bonds plus the estimated debt service requirements for the Bonds at an assumed interest rate of 4.50%.

Year	Outstanding Bonds Debt Service Requirements	Plus: Debt Service on the Bonds			Total Debt Service Requirements
		Principal	Interest	Total	
2022	\$ 96,591				\$ 96,591
2023	127,403	\$ -	\$ 103,125	\$ 103,125	230,528
2024	126,525	60,000	112,500	172,500	299,025
2025	125,550	65,000	109,800	174,800	300,350
2026	124,445	65,000	106,875	171,875	296,320
2027	128,275	65,000	103,950	168,950	297,225
2028	126,875	70,000	101,025	171,025	297,900
2029	125,405	75,000	97,875	172,875	298,280
2030	123,865	80,000	94,500	174,500	298,365
2031	122,255	85,000	90,900	175,900	298,155
2032	125,575	85,000	87,075	172,075	297,650
2033	128,700	85,000	83,250	168,250	296,950
2034	126,700	85,000	79,425	164,425	291,125
2035	134,600	85,000	75,600	160,600	295,200
2036	117,238	95,000	71,775	166,775	284,013
2037	120,269	95,000	67,500	162,500	282,769
2038	118,169	95,000	63,225	158,225	276,394
2039	121,069	95,000	58,950	153,950	275,019
2040	123,838	95,000	54,675	149,675	273,513
2041	121,475	100,000	50,400	150,400	271,875
2042	124,000	100,000	45,900	145,900	269,900
2043	126,388	100,000	41,400	141,400	267,788
2044	123,638	110,000	36,900	146,900	270,538
2045	125,888	110,000	31,950	141,950	267,838
2046	128,000	120,000	27,000	147,000	275,000
2047	129,700	120,000	21,600	141,600	271,300
2048	131,250	120,000	16,200	136,200	267,450
2049	132,650	120,000	10,800	130,800	263,450
2050	133,900	120,000	5,400	125,400	259,300
Total	\$ 3,620,233	\$ 2,500,000	\$ 1,849,575	\$ 4,349,575	\$ 7,969,808

(a) Excludes March 1, 2022 debt service payment of \$31,591.

Maximum Annual Debt Service Requirement (2025) \$300,350
 Average Annual Debt Service Requirements (2023-2050) \$281,186

RISK FACTORS

General

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. Payment of the principal of and interest on the Bonds depends upon the ability of the District to collect taxes levied on taxable property within the District in an amount sufficient to service the District's bonded debt or, in the event of foreclosure, on the value of the taxable property in the District and the taxes levied by the District and other taxing authorities upon the property within the District. See "THE BONDS—Source and Security of Payment." The collection by the District of delinquent taxes owed to it and the enforcement by Registered Owners (as hereinafter defined) of the District's obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property or that owners of the property will have the ability to pay taxes. See "Registered Owners' Remedies" below.

Infectious Disease Outbreak (COVID-19)

In March 2020, the World Health Organization and the President of the United States separately declared the outbreak of a respiratory disease caused by a novel coronavirus ("COVID-19") to be a public health emergency. On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State of Texas (the "State") because of the effects of COVID-19. Subsequently, in response to a rise in COVID-19 infections in the State and pursuant to Chapter 418 of the Texas Government Code, the Governor issued a number of executive orders intended to help limit the spread of COVID-19 and mitigate injury and the loss of life, including limitations imposed on business operations, social gatherings and other activities.

There are currently no state-mandated COVID-19 related operating limits for any business or other establishment in the State. The Governor retains the right to impose additional restrictions on activities if needed in order to mitigate the effects of COVID-19. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at <https://gov.texas.gov/>. Neither the information on, nor accessed through, such website of the Governor is incorporated by reference into this Official Statement.

The District has not experienced any decrease in property values, unusual tax delinquencies or interruptions to any service as a result of COVID 19; however, the District cannot predict the long-term economic effect of COVID-19 or a similar virus should there be a reversal of economic activity and reinstatement of restrictions.

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.

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, undeveloped land and developed lots, along with some commercial development. The market value of such properties is related to general economic conditions affecting the demand for residences. Demand for residential lots of this type and the construction of homes thereon and the demand for commercial tracts of land can be significantly affected by factors such as interest rates, credit availability, construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots 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. See "THE DISTRICT—Status of Development."

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. In addition, since the District is located approximately 5 miles south of the central business of the City, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the City 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 Obligation to the District

There are no commitments from or obligations of the Developers or any 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 would 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 and commercial improvements in the District could be affected by competition from other developments including other 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 commercial tracts 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.

Maximum 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 2022 Preliminary Taxable Assessed Valuation is \$79,113,895, and the Estimated Taxable Assessed Valuation as of February 1, 2022, is \$81,533,941. After issuance of the Bonds, the maximum annual debt service requirement will be \$300,350 (2025), and the average annual debt service requirement will be \$281,186 (2023-2050, inclusive). Assuming no increase or decrease from the 2022 Preliminary Taxable Assessed Valuation and the Estimated Taxable Assessed Valuation as of February 1, 2022, the issuance of no additional debt, and no other funds available for the payment of debt service, tax rates of \$0.40 and \$0.38, respectively, based on the 2022 Preliminary Taxable Assessed Valuation and \$0.39 and \$0.37, respectively, based on the Estimated Taxable Assessed Valuation as of February 1, 2022, per \$100 of taxable assessed valuation at a ninety-five percent (95%) collection rate would be necessary to pay both the maximum annual debt service requirement and the average annual debt service requirements. See "DEBT SERVICE REQUIREMENTS."

No representations or suggestions are made that the 2022 Preliminary Taxable Assessed Valuation, which is subject to review and downward revision prior to certification, or that the estimated values of land and improvements provided by the Appraisal District as of February 1, 2022 for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See "TAX PROCEDURES."

Undeveloped Acreage and Vacant Lots

There are approximately 66 acres of commercial and multi-family reserves served with trunk utilities where vertical improvements have not been constructed and approximately 64 acres of undeveloped but developable land within the District as of May 31, 2022. There are currently 104 vacant developed lots available for home construction owned by CSDR. 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—Land Use."

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 2021 operation and maintenance tax rate of \$0.17 per \$100 of assessed valuation. The District's unaudited Operating Fund balance at August 11, 2022 was \$6,603. Attaining and maintaining a positive Operating Fund balance will depend upon (1) advances from the Developers and (2) continued development and increased amounts of maintenance tax revenue. 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."

Dependence on Principal Taxpayers

Based upon the certified 2021 tax rolls, the top ten taxpayers are responsible for approximately 67.89% of the District's 2021 taxes (levied on \$29,408,534 in taxable property value). The principal taxpayer in the District is LOA Brazos NH LLC, the owner of Accel at College Station, a transitional care and rehabilitation center, who is responsible for approximately 19.28% of the District's 2021 taxes. The second and fifth largest taxpayers in the District are the Developers, which are responsible for approximately 13.42% and 4.75%, respectively, of the District's 2021 taxes. The third largest taxpayer is Continental Homes of

Texas LP, (d/b/a DR Horton) which is responsible for approximately 10.57% of the District's 2021 taxes. See "THE DISTRICT - Status of Development," "THE DEVELOPERS," and "TAX DATA - Principal Taxpayers." The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District will directly affect the District's ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Order, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District's available funds could have a material adverse effect upon the District's ability to pay debt service on the Bonds on a current basis.

Future Debt

The District reserves in the Bond Order the right to issue the remaining \$101,600,000 principal amount of authorized but unissued unlimited tax bonds for the purpose of acquiring or constructing road facilities and \$106,600,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds, \$71,400,000 principal amount of unlimited tax bonds authorized but unissued for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and \$71,400,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds. The District may issue additional bonds which may be voted hereafter. After reimbursement from the sale of the Bonds, the Developers will have expended approximately \$18,210,000 (as of May 31, 2022) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and road facilities 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 Texas Commission on Environmental Quality (the "Commission").

Environmental and Air Quality 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 Brazos County. Under the Clean Air Act ("CAA") Amendments of 1990, Brazos County has been designated an attainment/unclassifiable area under three separate federal ozone standards: the one-hour (124 parts per billion ("ppb")) and eight-hour (84 ppb) standards promulgated by the EPA in 1997 (the "1997 Ozone Standards"); the tighter, 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").

Although Brazos County is currently in attainment, Brazos County has been and continues to be near the non-attainment thresholds for ozone. Accordingly, it is possible that Brazos County could be re-classified as a nonattainment area should ozone levels increase. A designation of nonattainment for ozone or any other pollutant could 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 Brazos County to maintain attainment with the ozone standards. Such additional controls could have a negative impact on Brazos County's economic growth and development.

Water Supply & Discharge Issues: Water supply and discharge regulations that certain special districts, including the District, may be required to comply with involve: (1) public water supply systems, (2) wastewater discharges from treatment facilities, (3) storm water discharges, and (4) wetlands dredge and fill activities. Each of these is addressed below:

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), with an effective date of March 5, 2018, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain nonstormwater discharges into surface water in the state. It 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 January 24, 2019. 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 certain special 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 2015, the EPA and USACE promulgated a rule known as the Clean Water Rule (“CWR”) aimed at redefining “waters of the United States” over which the EPA and USACE have jurisdiction under the CWA. The CWR significantly expanded the scope of the federal government’s CWA jurisdiction over intrastate water bodies and wetlands. The CWR was challenged in numerous jurisdictions, including the Southern District of Texas, causing significant uncertainty regarding the ultimate scope of “waters of the United States” and the extent of EPA and USACE jurisdiction.

On September 12, 2019, the EPA and USACE finalized a rule repealing the CWR, thus reinstating the regulatory text that existed prior to the adoption of the CWR. This repeal officially became final on December 23, 2019, but the repeal has itself become the subject of litigation in multiple jurisdictions.

On January 23, 2020, the EPA and USACE released the Navigable Waters Protection Rule (“NWPR”), which contains a new definition of “waters of the United States.” The stated purpose of the NWPR is to restore and maintain the integrity of the nation’s waters by maintaining federal authority over the waters Congress has determined should be regulated by the federal government, while preserving the states’ primary authority over land and water resources. The new definition outlines four categories of waters that are considered “waters of the United States,” and thus federally regulated under the CWA: (i) territorial seas and traditional navigable waters; (ii) perennial and intermittent tributaries to territorial seas and traditional navigable waters; (iii) certain lakes, ponds, and impoundments of jurisdictional waters; and (iv) wetlands adjacent to jurisdictional waters. The new rule also identifies certain specific categories that are not “waters of the United States,” and therefore not federally regulated under the CWA: (a) groundwater; (b) ephemeral features that flow only in direct response to precipitation; (c) diffuse stormwater runoff and directional sheet flow over upland; (d) certain ditches; (e) prior converted cropland; (f) certain artificially irrigated areas; (g) certain artificial lakes and ponds; (h) certain water-filled depressions and certain pits; (i) certain stormwater control features; (j) certain groundwater recharge, water reuse, and wastewater recycling structures; and (k) waste treatment systems. The EPA published the NWPR in the Federal Register on April 21, 2020. The NWPR went into effect on June 22, 2020 and is currently the subject of ongoing litigation.

On June 9, 2021, the EPA and USACE announced plans to further revise the definition of “waters of the United States.” On August 30, 2021, the United States District Court for the District of Arizona issued an order vacating the NWPR while the EPA and USACE make plans to replace it. On November 18, 2021, the EPA and USACE issued a Notice of Proposed Rulemaking to put back into place the pre-2015 definition of “waters of the United States,” and on December 7, 2021, the proposed rule was published in the Federal Register, with the public comment period closing on February 7, 2022.

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 (a) cumbersome, time consuming and expensive collection procedures, (b) a bankruptcy court's stay of tax collection procedure against a taxpayer, or (c) market conditions limiting the proceeds from a foreclosure sale of taxable property. 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. Attorney's fees and other 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

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 Order, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Beneficial Owners have the right to seek 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 Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Beneficial 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 Beneficial 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 Order may not be reduced to a judgment for money damages. Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Beneficial 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 Beneficial 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.

Bankruptcy Limitation to Registered Owners' Rights

Subject to the requirements of Texas law, the District may voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. Section 901-946, if the District: (1) is authorized to file for federal bankruptcy protection by Texas 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. Under Texas law, the District must also obtain the approval of the Commission prior to filing bankruptcy. Such law requires that the Commission investigate the financial conditions of the District and authorize the District to proceed only if the 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 the District decides in the future to proceed voluntarily under the federal Bankruptcy Code, the District could develop and file a plan for the adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect the Registered Owners by reducing or eliminating the interest rate or the principal amount, modifying or abrogating collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of such Registered Owner's claim against the District.

A district may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Order contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Order 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 “LEGAL MATTERS—Tax Exemption.”

Marketability

The District has no agreement with the Underwriter 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.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Opinions

The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited 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 and to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of such opinion, assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See “Tax Exemption” below. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes, without legal limitation as to rate or amount, upon all taxable property within the District. Bond Counsel's opinion will also address the matters described below.

In addition to serving as Bond Counsel, Schwartz, Page & Harding, L.L.P., also serves as counsel to the District on matters not related to the issuance of bonds. The legal fees to be paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of bonds actually issued, sold and delivered, and, therefore, such fees are contingent upon the sale and delivery of the Bonds. Certain legal matters will be passed upon for the District by McCall, Parkhurst & Horton L.L.P., Houston, Texas, as Disclosure Counsel.

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.

Legal Review

In its capacity as Bond Counsel, Schwartz, Page & Harding, L.L.P., has reviewed the information appearing in this Official Statement under the captioned sections “THE BONDS,” “THE DISTRICT—General and Management of the District,” “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION,” “MANAGEMENT OF THE DISTRICT—Bond Counsel and General Counsel,” “TAX PROCEDURES,” and “LEGAL MATTERS” solely to determine whether such information fairly summarizes the law and documents referred to therein. Such firm has not independently verified factual information contained in this Official Statement, nor has such firm 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 such firm'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 of the other information contained herein.

Tax Exemption

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”), (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof, and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under Section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the “Code”). Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Bonds.

In rendering its opinion, Bond Counsel will rely upon, and assume continuing compliance with, (a) certain information and representations of the District, including information and representations contained in the District's federal tax certificate issued in connection with the Bonds, and (b) covenants of the District contained in the Bond Order relating to certain matters, including arbitrage and the use of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the District to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law, upon which Bond Counsel has based its opinion, is subject to change by Congress, administrative interpretation by the Department of the Treasury and to subsequent judicial interpretation. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of ownership of the Bonds.

Qualified Tax-Exempt Obligations

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a “financial institution,” on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer's taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a “financial institution” allocable to tax-exempt obligations, other than “private activity bonds,” that are designated by a “qualified small issuer” as “qualified tax-exempt obligations.” A “qualified small issuer” is any governmental issuer (together with any “on-behalf of” and “subordinate” issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term “financial institution” as any “bank” described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to “qualified tax-exempt obligations” provided by Section 265(b) of the Code, Section 291 of the Code provides that the allowable deduction to a “bank,” as defined in Section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase “qualified tax-exempt obligations” shall be reduced by twenty-percent (20%) as a “financial institution preference item.”

The District will designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as “qualified tax-exempt obligations.” Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however, the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the aforementioned dollar limitation and the Bonds would not be “qualified tax-exempt obligations.”

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law which is subject to change or modification retroactively.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences. The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, including financial institutions, life insurance and property and casualty insurance companies, owners of interests in a FASIT, 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, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health-insurance premium assistance credit, and individuals allowed an earned income credit. THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIFIC PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP, AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Under Section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Tax Accounting Treatment of Original Issue Discount and Premium Bonds

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrued period or be in excess of one year (the "Original Issue Discount Bonds"). The difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bonds. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, 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 Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. See "Tax Exemption" herein for a discussion of certain collateral federal tax consequences.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued 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 Original Issue Discount 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 (a) the sum of the issue price and 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 (b) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. ALL OWNERS OF ORIGINAL ISSUE DISCOUNT 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 ORIGINAL ISSUE DISCOUNT BONDS AND WITH RESPECT TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP, REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS.

The initial public offering price to be paid for certain maturities of the Bonds may be greater than the amount payable on such Bonds at maturity (the "Premium Bonds"). An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. PURCHASERS OF THE PREMIUM BONDS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS WITH RESPECT TO THE

DETERMINATION OF AMORTIZABLE BOND PREMIUM WITH RESPECT TO THE PREMIUM BONDS FOR FEDERAL INCOME TAX PURPOSES AND WITH RESPECT TO THE STATE AND LOCAL TAX CONSEQUENCES OF OWNING PREMIUM BONDS.

REGISTRATION AND QUALIFICATION UNDER SECURITIES LAWS

The offer and sale of the Bonds have not been registered or qualified 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; and the Bonds have not 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 jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated 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 provisions.

NO MATERIAL ADVERSE CHANGE

The obligations of the Underwriter to take and pay for the Bonds, and 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 financial condition of the District subsequent to the date of sale from that set forth or contemplated in the Preliminary Official Statement, as it may have been supplemented or amended through the date of the sale.

NO LITIGATION CERTIFICATE

With the delivery of the Bonds, the President or Vice President and Secretary or Assistant Secretary of the Board will, on behalf of the District, execute and deliver to the Underwriter a certificate dated as of the date of delivery, to the effect that no litigation of any nature of which the District has notice is pending against or, to the knowledge of the District's certifying officers, threatened against the District, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the authorization, execution or delivery of the Bonds; affecting the provision made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the authorization, execution or delivery of the Bonds; or affecting the validity of the Bonds, the corporate existence or boundaries of the District or the title of the then present officers and directors of the Board.

SALE AND DISTRIBUTION 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 rendered by _____ (the "Underwriter") bearing the interest rates shown on the cover page of this Official Statement, at a price of _____% of the principal amount thereof which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204, Texas Government Code (the "IBA" method).

The prices and other terms with respect to the offering and the sale of the Bonds may be changed from time to time by the Underwriter after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Underwriter may over-allocate or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which 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 municipal 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, which are more generally bought, sold or traded in the secondary market.

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 other sources believed to be reliable. No guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and the inclusion herein of information from sources other than the District is not to be construed as a representation on the part of the District to such effect, 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

Masterson 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, Masterson Advisors LLC has compiled and edited this OFFICIAL STATEMENT. The Financial Advisor has reviewed the information in this OFFICIAL STATEMENT in accordance with, and as a 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 in addition to the Financial Advisor.

Engineer: The information contained in this Official Statement relating to engineering and to the description of the System and, in particular that information included in the sections entitled "THE DISTRICT" and "THE ROADS" (as it relates to District facilities) has been provided by Edminster, Hinshaw, Russ & Associates, 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 of the District 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 Certified Taxable Assessed Valuations, 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 B&A Municipal Tax Service, LLC as an expert in collecting taxes.

Auditor: The financial statements of the District as of May 31, 2021 and for the year then ended, included in this offering document, have been audited by BKD, LLP, independent auditors, as stated in their report appearing herein. Effective June 1, 2022, BKD, LLP's name changed to FORVIS, LLP. See "APPENDIX A."

Bookkeeper: The information related to the "unaudited" summary of the District's General Operating Fund as it appears in "THE 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 OF OFFICIAL STATEMENT

For the period beginning on the date of the award of the sale of the Bonds to the Underwriter and ending on the ninety-first (91st) day after the "end of the underwriting period," (as defined in Rule 15c(2)-12(f)(2) of the United States Securities and Exchange Commission (the "SEC")), if any event shall occur of which the District has knowledge and as a result of which it is necessary to amend or supplement this Official Statement in order to make the statements herein, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, not materially misleading, the District will promptly notify the Underwriter of the occurrence of such event and will cooperate in the preparation of a revised Official Statement, or amendments or supplements hereto, so that the statements in this Official Statement, as revised, amended or supplemented, will not, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, be materially misleading. The District assumes no responsibility for supplementing this Official Statement thereafter.

CERTIFICATION OF OFFICIAL STATEMENT

The District, acting through its Board in its official capacity and in reliance upon the experts listed above, 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 the 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.

CONTINUING DISCLOSURE OF INFORMATION

The offering of the Bonds qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the "SEC") regarding the District's continuing disclosure obligations because the District does not have more than \$10,000,000 in aggregate amount of bonds outstanding and no other person is committed by contract or other arrangement with respect to payment of the Bonds. In the Bond Order, 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 specified events, to the Municipal Securities Rulemaking Board ("MSRB"). The MSRB has established the Electronic Municipal Market Access ("EMMA") system.

Annual Reports

The District will provide certain financial information and operating data which is customarily prepared by the District and is publicly available, annually to the MSRB. The financial information and operating data which will be provided with respect to the District is found 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 2022. 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 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 the audit report becomes available.

The District's current fiscal year end is May 31. Accordingly, it must provide updated information by November 30 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 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-exempt status of the Bonds, or other events affecting the tax-exempt 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 within the meaning of CFR § 240.15c2-12 (the "Rule"); (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, 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 obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, 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 obligated person, any of which reflect financial difficulties. The terms "financial obligation" and "material" when used in this paragraph shall have the meanings ascribed to them under federal securities laws.

Neither the Bonds nor the Bond Order makes 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 the MSRB

The District has agreed to provide the foregoing information only to the MSRB. Investors can access continuing disclosure information filed with the MSRB 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 Holders and beneficial owners of the Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement 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 operations of the District, but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with SEC Rule 15c2-12, taking into account any amendments and interpretations of SEC Rule 15c2-12 to the date of such amendment, as well as changed circumstances, and either the Holders of a majority in aggregate principal amount of the outstanding Bonds consent or any person unaffiliated with the District (such as a nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the beneficial owners of the Bonds. The District may also amend or repeal the agreement if the SEC amends or repeals the applicable provisions of SEC Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid but in either case, only to the extent that its right to do so would not prevent the Underwriter from lawfully purchasing the Bonds in the offering described herein. 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 reason 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

During the last five years, the District has complied in all material respects with all continuing disclosure agreements made by it in accordance with SEC Rule 15c2-12.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendix 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 Rock Prairie Management District No. 2, as of the date shown on the cover page.

/s/ _____
President, Board of Directors

ATTEST:

/s/ _____
Secretary, Board of Directors

AERIAL PHOTO
(Approximate boundaries as of June 2022)

PHOTOGRAPHS

(Taken June 2022)

APPENDIX A

Independent Auditor's Report and Financial Statements for the fiscal year ended May 31, 2021

ORDER AUTHORIZING THE ISSUANCE OF
\$2,500,000 UNLIMITED TAX ROAD BONDS, SERIES 2022

BE IT ORDERED BY THE BOARD OF DIRECTORS OF ROCK PRAIRIE
MANAGEMENT DISTRICT NO. 2:

ARTICLE ONE

STATUTORY AUTHORITY, RECITALS AND FINDINGS

SECTION 1.01: AUTHORITY FOR THE DISTRICT. Rock Prairie Management District No. 2 (the "District"), was organized, created and established as a conservation and reclamation district and political subdivision of the State of Texas by an Act of the 83rd Texas Legislature effective June 14, 2013 (the "Act"), codified as Chapter 3909, Texas Special District Local Laws Code, pursuant to the provisions of Article III, Sections 52 and 52-1, and Article XVI, Section 59, of the Constitution of Texas, and operates under and is governed by the provisions of the Act, Chapter 49, V.T.C.A. Water Code, and Chapter 375, V.T.C.A. Local Government Code.

SECTION 1.02: PURPOSES OF THE DISTRICT. The District was created and operates by and pursuant to the Act for the following purposes:

- (a) the control, storage, preservation and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power, and all other useful purposes;
- (b) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (c) the reclamation and drainage of its overflowed land and other land needing drainage;
- (d) the conservation and development of its forests, water, and hydroelectric power;
- (e) the navigation of its inland and coastal water;
- (f) the control, abatement, and change of any shortage or harmful excess of water;
- (g) the protection, preservation and restoration of the purity and sanitary condition of water within the state;
- (h) the preservation of all natural resources of the state;
- (i) developing and diversifying the economy of this state;
- (j) eliminating unemployment and underemployment; and

- (k) developing or expanding transportation and commerce.

SECTION 1.03: POWERS OF THE DISTRICT. The District is authorized by the Act to:

- (a) purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all land, works, improvements, facilities, plants, equipment and appliances necessary to accomplish the purposes of its creation, including all works, improvements, facilities, plants, equipment and appliances incident, helpful, or necessary to:
 - (i) supply water for municipal uses, domestic uses, power and commercial purposes and all other beneficial uses or controls;
 - (ii) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
 - (iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
 - (iv) irrigate the land in the District;
 - (v) alter land elevation in the District where it is needed;
 - (vi) navigate coastal and inland waters of the District;
- (b) finance, develop and maintain recreational facilities for the people of the District, if and as allowed by applicable law;
- (c) design, acquire, construct, improve, finance and issue bonds, notes or other obligations for roads, under the authority of Article III, Section 52, Texas Constitution and the Act; and
- (d) provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized under the Act or Chapter 375, Local Government Code.

SECTION 1.04: AUTHORITY OF THIS ORDER. The District is authorized by the Act and Article III, Section 52, of the Texas Constitution, to design, acquire, construct, finance, issue bonds for, and convey to this state, a county, or a municipality for operation and maintenance, a road or any improvement thereto, which meets the criteria of a county in whose jurisdiction the proposed road project is located or the criteria of a municipality in whose corporate limits or extraterritorial jurisdiction the proposed road project is located, if the municipality or county that will operate and maintain the road has approved the plans and specifications of the road project or if the Texas Transportation Commission has approved the plans and specifications of the road project, if the state is to operate and maintain the road, and to provide for the payment of the

principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District. Said bonds are authorized by the Act and by V.T.C.A. Government Code, §1201.001 *et seq.*, as amended, to be issued in various series or issues, with or without interest coupons, in any denomination, payable at such time or times, in such amount or amounts or installments, at such place or places, in such form, under such terms, conditions, and details, in such manner, redeemable prior to maturity at any time or times, bearing no interest, or bearing interest at any rate or rates (either fixed, variable, floating, adjustable, or otherwise), all as determined by the Board of Directors of the District, and the Board of Directors finds that issuance of said bonds in multiple series or issues over an extended period of time is in the best interests of the District in order to ensure the continuing and orderly development of the District on terms and conditions which are feasible and practical.

SECTION 1.05: FINDINGS. It is hereby found, determined and declared that:

- (a) the matters and facts set out in this Article One are true and correct;
- (b) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of \$71,400,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system, and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property, and regional, regulatory or joint use participation rights or contract rights needed therefor and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (c) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of \$106,600,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (d) at an election held within and for the District on November 3, 2015, the District was authorized to issue refunding bonds in the maximum aggregate principal amount of \$178,000,000 to provide for the refunding by any lawful means of all or any portion of the Outstanding Bonds (hereinafter defined), the Bonds (hereinafter defined), Additional Bonds (hereinafter defined), or refunding bonds payable in whole or in part from taxes;

- (e) the election described in paragraphs (b) through (d) hereof was called and held under and in strict conformity with the Constitution and laws of the State of Texas and of the United States of America, and the Board of Directors of the District has heretofore officially declared the results of said election and declared that the District was legally created and authorized to issue the bonds described in paragraphs (b) through (d) above, provided that City of College Station consent will be required prior to the issuance of bonds;
- (f) pursuant to the authority of the election held November 3, 2015, as described in paragraph (c) above, the District has heretofore issued its \$2,500,000 Unlimited Tax Road Bonds, Series 2021, dated as of April 1, 2021 (the "Series 2021 Road Bonds") to finance the acquisition, and construction of road improvements to serve land within the District and, as of the date hereof, there remains outstanding and unpaid \$2,500,000 in aggregate principal amount of the Series 2021 Road Bonds (the "Outstanding Bonds")
- (g) the \$2,500,000 bonds authorized by this Order should be issued pursuant to the authority of the election held on November 3, 2015 as described in paragraph (c) above for the acquisition and/or construction of road facilities to serve land within the District, and to pay certain other costs and expenses relating to the issuance of the Bonds;
- (h) the District has been authorized to levy taxes in payment of the Bonds, and the taxes to be levied and collected will be sufficient to pay the principal of the Bonds herein authorized as it becomes due and the interest thereon as it accrues and becomes payable; and
- (i) the Board of Directors reserves the right to issue the remaining \$71,400,000 unissued bonds which were authorized at the election described in paragraph (b) hereof, the remaining \$101,600,000 unissued bonds which were authorized at the election described in paragraph (c) hereof, and the remaining \$178,000,000 unissued bonds which were authorized at the election described in paragraph (d) hereof, in one or more series, at a future date or dates when, in the judgment of the Board of Directors, such amounts are required for authorized purposes.

(End of Article One)

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01: DEFINITIONS. The following definitions, together with any supplemental definitions contained herein or in any exhibit hereto, shall apply with equal force herein and in any amendment or supplement hereto, and the scope and meaning of terms used in Exhibit "A", Exhibit "B", and Exhibit "C" hereto, whether or not defined therein, shall be determined by reference to this Article.

Act.

The term "Act" is defined in Section 1.01 hereof.

Additional Bonds.

The term "Additional Bonds" shall mean any additional bonds, including bonds payable in whole or in part from taxes, revenue bonds, contract revenue bonds, special project revenue bonds, refunding bonds and other bonds which the Board of Directors expressly reserves the right to issue in Article Nine of this Order.

Authorized Investments.

The term "Authorized Investments" shall mean all instruments which are authorized under the District's policies for investment of funds of the District adopted by the Board of Directors of the District from time to time, but in any event, all such instruments shall be authorized under the laws of the State of Texas for investment of funds of municipal utility districts.

Board of Directors.

The term "Board of Directors" shall mean the governing body of the District, as now or hereafter constituted.

Bond Counsel.

The term "Bond Counsel" shall mean the law firm of Schwartz, Page & Harding, L.L.P., Houston, Texas.

Bond Fund.

The term "Bond Fund" shall mean the District's debt service fund created and established and confirmed pursuant to the Prior Bond Order.

Bond Fund Road Bond Account.

The term "Bond Fund Road Bond Account" shall mean the special account created and established pursuant to the Prior Bond Order.

Bonds.

The term "Bond" or "Bonds" shall mean any Bond or Bonds, as the case may be, of the issue of \$2,500,000 Unlimited Tax Road Bonds, Series 2022, initially dated as of October 1, 2022, and authorized, issued and delivered pursuant to this Order.

Business Day.

The term "Business Day" or "Business Days" shall mean any calendar day or days which fall on Monday through Friday, but shall not include any such day which is designated as an official state or national holiday or a day on which financial institutions where the Paying Agent is located are authorized or required by state or national law or by executive order to close.

Construction Fund.

The term "Construction Fund" shall mean the District's construction fund created and established pursuant to the Prior Bond Order.

Delivery Date.

The term "Delivery Date" shall mean, with respect to any one or more of the Bonds, the date of delivery of such Bond(s) to the Initial Purchaser thereof, as printed, stamped, or typed on the Initial Bonds.

DTC.

The term "DTC" means the Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant.

The term "DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC holds securities to facilitate the clearance and settlement of securities transactions among such DTC Participants.

District.

The term "District" is defined in Article One hereof and shall mean and include any successors and assigns of the District and, where appropriate, shall refer to the Board of Directors of the District.

Fiscal Year.

The term "Fiscal Year" shall mean the annual period from June 1 through May 31, or such other period as may hereafter be established by resolution of the Board of Directors of the District.

Holder.

The term "Holder" or "Holders" shall mean, when used with respect to any Bond, the Person or Persons in whose name such Bond is registered on the Register.

Initial Bonds.

The term "Initial Bond" or "Initial Bonds" shall mean any one or more of the Bonds authorized, issued and initially delivered hereunder upon which the manually executed certificate of registration of the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized deputy, substantially in the form prescribed in Section 5.03 hereof, has been placed.

Initial Date.

The term "Initial Date" shall mean October 1, 2022.

Initial Purchaser.

The term "Initial Purchaser" shall mean the Person or Persons to whom the Bonds are to be sold and delivered, as provided in Section 13.01 hereof.

Interest Payment Date.

The term "Interest Payment Date" shall mean the date on which interest on any then outstanding Bond is due and payable, as provided in Section 3.04 hereof.

Letter of Representation.

The term "Letter of Representation" shall mean the Blanket Issuer Letter of Representations between the District and DTC, dated as of the date hereof, as same may be amended or supplemented from time to time.

Maturity Date.

The term "Maturity Date" shall mean any date on which the principal of any then outstanding Bond is due and payable, as provided in Section 3.03 hereof.

Net Proceeds.

The term "Net Proceeds" shall mean all proceeds received by the District from the sale of the Bonds, except those proceeds deposited into the Bond Fund Road Bond Account pursuant to the provisions of Section 7.04 hereof.

Order.

The term "Order" shall mean this Order and all amendments or supplements hereto.

Outstanding Bonds.

The term "Outstanding Bonds" is defined in Section 1.05 hereof.

Paying Agent.

The term "Paying Agent" shall mean the Person selected and maintained from time to time by the District for the purpose of making payment on behalf of the District of the principal of and the interest on the Bonds, as provided in Section 12.06 of this Order.

Person.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Person" shall mean any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

Predecessor Bonds.

The term "Predecessor Bonds" shall mean, with respect to any particular Bond, every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond, and, for the purposes of this definition, any Bond registered and delivered pursuant to Section 3.10 hereof shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond in lieu of which such Bond was delivered.

Prior Bond Order

The term "Prior Bond Order" shall mean the order of the Board of Directors of the District authorizing the issuance of the Series 2021 Road Bonds, and amendments and supplements thereof, if any.

Record Date.

The term "Record Date" shall mean, with respect to an Interest Payment Date of March 1, the preceding February 15, and with respect to an Interest Payment Date of September 1, the preceding August 15, whether or not such dates are Business Days.

Redemption Date.

The term "Redemption Date" shall mean, when used with respect to any Bond to be redeemed prior to its Maturity Date, the date fixed for redemption of such Bond pursuant to the terms of this Order.

Register.

The term "Register" shall mean the registry books maintained on behalf of the District by a Registrar designated by the District for such purpose in which are maintained the names and addresses of Holders and the principal amounts of the Bonds registered in the name of each Holder.

Registrar.

The term "Registrar" shall mean the trust or banking corporation or association designated and acting in such capacity from time to time, as provided in Section 12.05 of this Order.

Road Bonds.

The term "Road Bonds" shall mean the Bonds, the Series 2021 Road Bonds, and any Additional Bonds of the District issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending the Road System, and any related refunding bonds, whether hereunder or hereafter issued, sold and delivered by the District.

Road Construction Fund Account.

The term "Road Construction Fund Account" shall mean the special account created and established within the Construction Fund pursuant to the Prior Bond Order.

Road System.

The term "Road System" shall mean a system of road facilities or facilities in aid thereof to serve the District, including, but not limited to, all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, now owned or hereafter purchased, constructed or otherwise acquired, and all extensions and replacements thereof and improvements thereto whensoever made.

Serial Bonds.

The term "Serial Bond" or "Serial Bonds" shall mean any one or more as the case may be of the Bonds issued hereunder as serial bonds, which have Maturity Dates in the years ____ through ____, inclusive, and which are not subject to mandatory redemption pursuant to Section 4.01 hereof.

Series 2021 Road Bonds.

The term "Series 2021 Road Bonds is defined in Section 1.05 hereof.

Term Bonds.

The term "Term Bond" or "Term Bonds" shall mean one or more, as the case may be, of the Bonds issued hereunder as term bonds which have a Maturity Date in the years ____, ____ and ____, and which are subject to mandatory redemption pursuant to Section 4.01 hereof.

SECTION 2.02: INTERPRETATIONS; TIME OF PERFORMANCE. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof. Unless a time period specified for performance of any action under this Order is specified to be a Business Day or Business Days, such performance time period means the number of calendar days for such performance to be accomplished.

(End of Article Two)

ARTICLE THREE

AUTHORIZATION, DESCRIPTION AND EXECUTION OF BONDS

SECTION 3.01: AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds of the District, to be known and designated as "Rock Prairie Management District No. 2 Unlimited Tax Road Bonds, Series 2022", shall be issued in the aggregate principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, all under and in strict conformity with the Constitution and laws of the State of Texas, including, particularly, Section 52 of Article III of the Constitution of Texas and the Act.

SECTION 3.02: FORM, INITIAL DATE, DELIVERY DATE, NUMBERS AND DENOMINATIONS. The Initial Bonds shall be issued and delivered in fully registered form, without interest coupons, and shall be dated as of the Initial Date. Each Initial Bond submitted for approval, registration and delivery in accordance with Section 3.07 hereof shall be numbered "IR-", followed by the last two digits of the year of the Maturity Date of such Initial Bond, and shall be completed with the Delivery Date. Each Bond registered and delivered subsequent to the Initial Bonds shall be dated as of the Initial Date and shall include thereon the Delivery Date. Each such Bond shall be numbered consecutively, in succession, beginning with the numeral "1", which shall be preceded by the prefix "R", and shall be in denominations of \$5,000, or any integral multiple thereof.

SECTION 3.03: INTEREST RATES AND MATURITY DATES. The Bonds shall include both Serial Bonds and Term Bonds, as provided below.

- (a) Bonds in the aggregate principal amount of \$_____ shall be issued as Serial Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to prior redemption in accordance with the provisions of Article Four hereof, on September 1 in each of the years and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
\$ _____	2024	____%
\$ _____	2025	____%
\$ _____	2026	____%
\$ _____	2027	____%
\$ _____	2028	____%
\$ _____	2029	____%

\$ _____	2030	____%
\$ _____	2031	____%
\$ _____	2032	____%
\$ _____	2033	____%
\$ _____	2034	____%
\$ _____	2035	____%
\$ _____	2036	____%
\$ _____	2037	____%
\$ _____	2038	____%
\$ _____	2039	____%
\$ _____	2040	____%
\$ _____	2041	____%
\$ _____	2042	____%
\$ _____	2043	____%
\$ _____	2044	____%
\$ _____	2045	____%
\$ _____	2046	____%
\$ _____	2047	____%
\$ _____	2048	____%
\$ _____	2049	____%
\$ _____	2050	____%

(b) Bonds in the aggregate principal amount of \$_____ shall be issued as Term Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to mandatory and optional redemption in accordance with the provisions of Article Four hereof, on September 1 in the year and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
\$ _____	_____	____%
\$ _____	_____	____%
\$ _____	_____	____%
\$ _____	_____	____%

SECTION 3.04: DATES AND MANNER OF PAYMENT OF INTEREST. Interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year, commencing on March 1, 2023, until payment of the principal thereof has been made or duly provided for. The amount of interest on the Bonds payable on each Interest Payment Date, Maturity Date or Redemption Date shall be computed on the basis of a 360-day year of twelve 30-day months. Not later than ten (10) days before each Interest Payment Date, Maturity Date or Redemption Date, the Paying Agent shall compute the amount of interest to be due and payable on such date and shall send to the District notice of the amount so computed to be due and payable on such date.

The payments of interest on the Bonds shall be payable, at the option of the District, by check mailed by the Paying Agent to the Holder, at the address shown on the Register, or by such other customary banking arrangements as may be acceptable to the Paying Agent and the Holder, at the risk and expense of such Holder. The interest so payable on any Interest Payment Date will be paid to the Person in whose name each Bond (or one or more Predecessor Bonds evidencing the same obligation) is registered at the close of business on the Record Date for such Interest Payment Date. Each Bond delivered pursuant to the terms of this Order upon transfer or in exchange for or in lieu of any Predecessor Bond shall carry all the rights to interest, both accrued and unpaid, and to accrue, which were carried by such Predecessor Bond, and each such Bond shall bear or accrue interest as specified herein so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.05: MEDIUM AND PLACE OF PAYMENT AT MATURITY OR REDEMPTION. The principal of the Bonds payable at any Maturity Date or Redemption Date, shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on such dates of payment is legal tender for the payment of debts due the United States of America, upon the presentation and surrender of such Bonds, as they become due or at their earlier Redemption Date, at the designated office of the Paying Agent.

SECTION 3.06: EXECUTION. The Bonds shall be signed on behalf of the District by the President and Secretary of the Board of Directors of the District, and the District's seal shall be placed or impressed thereon. Such signatures may be manually executed or placed in facsimile on the Bonds, and the District's seal may be manually impressed or printed or otherwise mechanically reproduced in facsimile on the Bonds. In case any official of the District who shall have signed any of the Bonds, either manually or by facsimile signature, shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Registrar, or disposed of by the District, such Bonds, nevertheless, may be authenticated and delivered or disposed of as though the Person who signed such Bonds had not ceased to be such officer of the District, and any Bond may be signed on behalf of the District by such Person as, at the actual time of execution of such Bond, shall be a proper officer of the District, although at the date of such Bond or of the adoption of this Order, such Person was not such officer. Minor typographical and other minor errors in the text of any Bond or minor defects in the seal or facsimile signature on any Bond shall not affect the validity or enforceability of such Bond, if same has been duly authenticated by the Registrar or registered by the Comptroller of Public Accounts of the State of Texas, as required herein.

SECTION 3.07: APPROVAL, REGISTRATION AND DELIVERY. The Initial Bonds shall consist of one Bond for each year of maturity specified in Section 3.03 hereof, representing the entire principal amount of the Bonds scheduled to mature in each of such years of maturity, and shall be made payable to the Initial Purchaser, or its designee. The President and Secretary of the Board of Directors of the District and representatives of the District's Bond Counsel are each hereby authorized and directed to submit the Initial Bonds and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of Texas for approval and, following said approval, to submit the Initial Bonds to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the

Comptroller's registration certificate prescribed herein to be printed and endorsed on each Initial Bond. After the Initial Bonds have been registered and signed by the Comptroller, they shall be delivered to the Registrar, completed with the Delivery Date and registered on the Register in the name of Cede & Co., as nominee of DTC, and thereafter shall be delivered to the Initial Purchaser or its designee, but only upon receipt of the full purchase price therefor.

At any time after delivery of the Initial Bonds, the Holder may, subject to the requirements of and in accordance with the procedures prescribed in Section 3.09 hereof, surrender any Bonds to the Registrar for transfer or exchange, accompanied by instructions specifying the name(s) and address(es) of the Person(s) to whom such Bonds are to be transferred and the principal amount(s) of the Bond(s) to be authenticated and delivered in exchange therefor, and the Registrar shall thereupon, within not more than three (3) Business Days, authenticate and register Bonds conforming to such instructions and the provisions of this Order.

No Initial Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Initial Bond a certificate of registration substantially in the form provided in Section 5.03 hereof, duly executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized deputy, by manual signature; nor shall any Bond authenticated and delivered subsequent to the Initial Bonds be so entitled or be valid or obligatory, unless there appears on such Bond a Certificate of Registrar substantially in the form provided in Section 5.02 hereof, duly executed by an authorized officer or employee of the Registrar, by manual signature. Such Certificate of Registrar upon any Bond authenticated and delivered subsequent to the Initial Bonds shall be conclusive evidence that such Bond has been so certified or registered and delivered.

SECTION 3.08: OWNERSHIP OF BONDS. The District, the Paying Agent, the Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District, the Paying Agent, nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the Person deemed to be the owner of any Bond in accordance with this Section 3.08 shall be valid and effective for all purposes and shall discharge the liability of the District, the Paying Agent and the Registrar to the extent of the sums paid.

SECTION 3.09: REGISTRATION, TRANSFER AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep and maintain at its designated office a Register in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration, transfer and exchange of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office designated by the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative. Within three (3) Business Days following due presentation for registration of the transfer of any Bond, the District shall cause to be executed and the Registrar shall authenticate in the name of the transferee or transferees one or more exchange Bonds in a like aggregate principal amount and a like interest rate and shall

deliver or mail same to the transferee or transferees by United States mail, first class, postage prepaid.

All Serial Bonds shall be exchangeable upon the presentation and surrender thereof at the office designated by the Registrar for a Serial Bond or Serial Bonds having the same maturity and interest rate, in any authorized denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Serial Bond or Serial Bonds presented for exchange. Within three (3) Business Days following due presentation for exchange of any Serial Bond, the District shall cause to be executed and the Registrar shall authenticate, register and deliver or send to the Holder, by United States mail, first class, postage prepaid, exchange Serial Bonds in accordance with the provisions of this Section 3.09. Except as provided in Section 3.12 hereof, a Term Bond is not exchangeable so long as it is registered in the name of Cede & Co., as nominee of DTC.

Each Bond transferred or exchanged and duly authenticated and delivered in accordance with this Section 3.09 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered. No service charge shall be made for any transfer or exchange referred to above, but the District or the Registrar may require the Holder of any Bond to pay a sum sufficient to pay any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond.

The Registrar shall not be required to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of the mailing of, notice of redemption of Bonds prior to maturity, nor shall the Registrar be required to transfer or exchange any Bond selected for redemption in whole or in part when such Redemption Date is scheduled to occur within thirty (30) calendar days.

SECTION 3.10: REPLACEMENT BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the District shall cause to be executed, and the Registrar shall authenticate, register and deliver in exchange therefor, a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. In the event that 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 actual notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall cause to be executed, and the Registrar shall authenticate, register and deliver, a replacement Bond of like tenor, interest, and principal amount bearing a number not contemporaneously outstanding, provided that the Holder thereof shall have:

- (a) furnished to the Registrar and the District satisfactory evidence of the ownership and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnished such security or indemnity as may be required by the Registrar, the District and the Paying Agent to save the District, the Registrar and the Paying Agent harmless;

- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees and expenses of the Registrar, the District and Paying Agent and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the District, the Registrar and the Paying Agent.

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, the Registrar and the Paying Agent shall be entitled to recover upon 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, the Registrar and the Paying Agent in connection therewith.

In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent, with the concurrence of the Registrar, in their discretion, may pay such Bond, in lieu of issuance of a replacement Bond.

Each replacement Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 3.11: BOOK-ENTRY ONLY SYSTEM. Notwithstanding the foregoing, the Initial Bonds and all subsequent Bonds shall be registered in the name of Cede & Co., as nominee of DTC, except as provided in Section 3.12 hereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Paying Agent and the Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. In particular, and not by way of limiting the foregoing, the District, the Paying Agent 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 Holder, 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 Holder, as shown in the Register, any amount with respect to the principal of or the premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District, the Paying Agent and the Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered on the Register as the absolute owner of such Bond for the purpose of payment of the principal of and the premium, if any, and interest on such Bond; for the purpose of giving notices of redemption and other matters with respect to such Bond; for the purpose of registering transfers with respect to such Bond; and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Holders, as shown on the Register and as provided in this Order, 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 the payment of the principal of and the premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in Section 3.12 hereof, no Person, other than a Holder, as shown on the Register, shall be issued an exchange Bond pursuant to this Order. Upon delivery by DTC to the Paying Agent and 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 Order with respect to interest payments to the Holders as of the close of business on a Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and the premium, if any, and interest on such Bond, and all notices with respect to such Bond, shall be made and given, respectively, in the manner provided in the Letter of Representation. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds, or portions thereof, to be redeemed in whole or in part from within each such maturity shall be selected by DTC from the Bonds, or portions thereof, which have not previously been called for redemption in accordance with the procedures of DTC notwithstanding any other provision of this Order to the contrary.

SECTION 3.12: 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 should be able to obtain exchange Bonds, the District shall notify DTC and the DTC Participants, as identified by DTC, of the availability through the Registrar of exchange Bonds and cause the registration and transfer of one or more exchange Bonds to the DTC Participants having Bonds credited to their DTC accounts, as identified by DTC, but only upon presentation of surrender of the Bonds to be exchanged, upon receipt of proper proof of the ownership interests of the DTC Participants, and integral multiples of \$5,000 in principal amount; provided, however, that in such event, each Term Bond shall be exchangeable only for one or more Serial Bonds bearing the same rate of interest and corresponding in aggregate principal amounts and Maturity Dates to the unpaid mandatory redemption amounts and Redemption Dates applicable to such Term Bond pursuant to Section 4.01 hereof, with the particular Maturity Date applicable to any such exchange Serial Bond to be determined by the Registrar by lot or other customary method. In the event DTC discontinues the services described herein, the District shall 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 the DTC Participants, as identified by DTC, of the appointment of such successor securities depository; and cause the registration and transfer of one or more exchange Bonds to such successor securities depository. In either such event, the Bonds shall no longer be restricted to being registered on 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 Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

SECTION 3.13: CANCELLATION. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are executed, authenticated, registered and delivered in accordance with Section 3.09 or Section 3.10 of this

Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement and shall be treated in accordance with the document retention policies of the Paying Agent and the records retention schedules of the District. The Paying Agent and Registrar shall periodically furnish the District with certificates of cancellation of such Bonds, upon written request therefor.

(End of Article Three)

ARTICLE FOUR

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 4.01: A. MANDATORY REDEMPTION OF TERM BONDS. Term Bonds with Maturity Dates of September 1, ____, ____ and ____, shall be redeemed, at a price equal to the principal amount thereof, plus accrued interest to the Redemption Date, on September 1 in each of the years and in the principal amounts set forth in the following schedule, with the particular portions of such Term Bonds to be redeemed to be selected by the Registrar or DTC, as applicable, from the portions of the Term Bonds which have not previously been redeemed by the District, by lot or other customary method:

Year of Redemption	Principal Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____

Notwithstanding the foregoing, to the extent that Term Bonds of a particular maturity have been previously redeemed in part through the exercise of the District's reserved right of optional redemption, as provided below, each of the aforesaid scheduled mandatory redemption payments for the Term Bonds of such maturity shall be reduced in each such instance of prior redemption, as specified in the District's notice to the Paying Agent as provided below.

B. OPTIONAL REDEMPTION OF BONDS. The District reserves the right, at its option, to redeem the Bonds maturing on or after September 1, 2030, prior to their scheduled maturities, in whole or, from time to time, in part, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed plus accrued interest on said principal amount thereof called for redemption to the Redemption Date. The District shall, at least forty-five (45) calendar days prior to the Redemption Date (unless a shorter notice shall be satisfactory to the Registrar and Paying Agent), notify the Registrar and Paying Agent of such Redemption Date and of the principal amount of the Bonds of each maturity to be redeemed. If less than all of the Serial Bonds of the same maturity are to be redeemed, the particular Serial Bonds to be redeemed in whole or in part from within each such maturity shall be selected by the Registrar or DTC, as applicable, from the Serial Bonds which have not previously been called for redemption, by lot or other customary method; provided, however, that in the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple thereof.

The Registrar shall promptly notify the District and the Paying Agent, if different than the Registrar, in writing, of the Serial Bonds selected for redemption and, in the case of any Serial Bond selected for partial redemption, of the principal amount thereof to be redeemed. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District shall notify the Paying Agent at least forty-five (45) calendar days prior to the Redemption Date of the reductions in the remaining mandatory redemption amounts to result from such optional redemption.

For purposes of this Order, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal amount of such Bond which has been or is to be redeemed. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 3.09 of this Order, shall authenticate, register and deliver an exchange Bond or Bonds of like interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so surrendered; provided, however, that the foregoing shall not apply to Bonds registered as set forth in Section 3.11 of this Order.

SECTION 4.02: NOTICE OF REDEMPTION. Notice of the selection of any Bonds for redemption pursuant to Section 4.01 above is hereby directed to be given by the Registrar, without any further instruction or notice from the District, at least thirty (30) calendar days prior to the Redemption Date. Notice shall be given by first class United States mail, postage prepaid, to the Holder of each Bond to be redeemed in whole or in part at the address shown on the Register on the date which is forty-five (45) calendar days prior to the Redemption Date. Such notice shall state the Redemption Date, the redemption price, the principal amounts of the Bonds to be redeemed and, if less than all of the then outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemptions within a maturity, the respective principal amounts) of the Bonds to be redeemed, the amount of accrued interest payable on the Redemption Date and the place at which the Bonds are to be surrendered for payment. Any notice mailed as provided in this Section 4.02 shall be conclusively presumed to have been duly given, whether or not the Holder actually receives such notice. Except as otherwise provided in Section 11.03 of this Order, no other notice of the reserved right of redemption shall be given unless otherwise required by law.

By the Redemption Date, due provision shall be made with the Paying Agent for the payment of the principal of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date. When Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds or portions thereof, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the right of the Holders to collect interest which would otherwise accrue after the Redemption Date upon the principal of such Bonds or the portions thereof so called for redemption shall be terminated.

(End of Article Four)

ARTICLE FIVE
FORM OF BONDS

SECTION 5.01: FORM OF BONDS. The Bonds authorized by this Order, including the registration certificate of the Comptroller of Public Accounts of the State of Texas or Registrar, as applicable, and form of assignment shall be in substantially the forms specified in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes, with such omissions, insertions and variations as may be necessary or desirable and consistent with the terms of this Order.

SECTION 5.02: CERTIFICATE OF REGISTRAR. The form of Certificate of Registrar specified in Exhibit "B" attached hereto shall be printed on or attached to each of the Bonds authenticated, registered and delivered subsequent to the Initial Bonds.

SECTION 5.03: REGISTRATION OF BONDS BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law. In lieu of the Certificate of Registrar specified in Section 5.02 hereof, the registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed or typed on or attached to each of the Initial Bonds and shall be in substantially the form specified in Exhibit "A" attached hereto.

SECTION 5.04: FORM OF ASSIGNMENT. The form of Assignment specified in Exhibit "A" and Exhibit "B" attached hereto shall be printed at the back of or attached to each of the Bonds.

SECTION 5.05: CUSIP REGISTRATION. The officers and representatives of the District may secure the printing of identification numbers on the Bonds through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association.

SECTION 5.06: LEGAL OPINION. The approving opinion of the District's Bond Counsel may be printed on the Bonds over the certification of the Secretary of the Board of Directors, which may be executed in facsimile or, with respect to Bonds registered in the name of Cede & Co., as nominee of DTC, in accordance with Section 3.11 of this Order, an original of said opinion may be delivered to the Initial Purchaser.

SECTION 5.07: BOOK-ENTRY ONLY BONDS. Notwithstanding anything in this Article Five to the contrary, exchange bonds in the form specified in Exhibit "B" attached hereto shall not be issued except as set forth in Section 3.12 of this Order.

(End of Article Five)

ARTICLE SIX

SECURITY FOR THE BONDS

SECTION 6.01: SECURITY FOR THE BONDS. The Bonds are secured by and 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, and such taxes, as collected and received, are hereby pledged to the payment of the principal of and the interest, payment expenses and redemption price on the Bonds and the Outstanding Bonds.

SECTION 6.02: LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes and making payments in respect of the Bonds, there is hereby levied, and there shall be assessed and collected in due time, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except costs incurred in connection therewith, shall be paid into the Bond Fund Road Bond Account, as established pursuant to the Prior Bond Order, and the aforementioned tax and such payments into the Bond Fund Road Bond Account shall continue until the Bonds and the interest thereon, together with all expenses incurred in making payments in respect of the Bonds and all amounts due to the United States of America pursuant to Section 8.01(g) hereof, have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax, each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said Bonds and to provide the necessary sinking fund to pay the principal and accrued interest on the Bonds when due, with full allowance being made for delinquencies and costs of collection, shall be levied, assessed and collected, as follows:

- (a) After receipt of the certified roll of taxable property in each year, and at such time as required by then applicable law, the Board of Directors shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and shall levy such tax against all taxable property in the District.
- (b) In determining the actual rate to be levied in each year, the Board of Directors shall consider, among other matters:
 - (1) the amount which should be levied for the payment of the principal of or the interest, payment expenses and redemption price on each series of bonds or notes of the District payable in whole or in part from taxes, including, but not limited to, the Bonds, the Outstanding Bonds and any Additional Bonds; and
 - (2) the percentage of anticipated tax collections and the costs of assessing and collecting such taxes.

- (c) In determining the amount of taxes which should be levied each year, the Board of Directors may also consider whether proceeds from the sale of bonds of the District have been capitalized or placed in escrow to pay interest during construction and whether the Board of Directors reasonably expects to have investment earnings from the Bond Fund or the Bond Fund Road Bond Account, as applicable, or excess arbitrage profits payable to the United States of America, or revenues or receipts available from other sources which are legally available to pay the principal of or the interest, payment expenses or redemption price on the Bonds, the Outstanding Bonds or any Additional Bonds or notes payable in whole or in part from taxes.

In addition to the tax levied pursuant to this Section 6.02, the District may also levy from time to time taxes for maintenance and operation purposes, for contract obligations payable from taxes, and for any other purpose or purposes authorized by law.

SECTION 6.03: PERFECTION OF PLEDGE. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes by the District under Section 6.01 of this Order, and such pledge is, therefore, valid, effective and perfected. If, at any time while all or any portion of the Bonds are outstanding and unpaid, Texas law is amended in a manner that such pledge is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Holders the perfection of the security interest in and to such pledge, the District covenants and agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and to enable a filing to perfect the security interest in such pledge to occur.

(End of Article Six)

ARTICLE SEVEN

APPLICATION OF BOND PROCEEDS; FLOW OF FUNDS AND INVESTMENTS

SECTION 7.01: BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article Seven.

SECTION 7.02: CREATION OF FUNDS AND ACCOUNTS. Notwithstanding any part or provision hereof to the contrary, the creation of the Bond Fund, Bond Fund Road Bond Account, Construction Fund, and Road Construction Fund Account pursuant to the provisions of the Prior Bond Order are hereby confirmed. Each fund and account shall be kept separate and apart from all other funds and accounts of the District. The Bond Fund Road Bond Account, to the extent permitted by law, shall constitute a trust fund for the benefit of the Holders of the Bonds, the Outstanding Bonds and any Additional Bonds issued for the purpose of financing roads payable in whole or in part from taxes, and shall be applied only to pay interest and principal on the Bonds, the Outstanding Bonds and any Additional Bonds payable in whole or in part from taxes and the fees and expenses of any Paying Agent or Registrar in respect of same, and to defray the expenses, if any, of assessing and collecting taxes levied for payment of the interest on and principal of the Bonds, the Outstanding Bonds and any Additional Bonds issued for the purpose of financing roads payable in whole or in part from taxes, to pay any tax anticipation notes issued together with interest thereon, as such tax anticipation notes shall become due, and to pay to the United States of America any excess arbitrage profits in respect of the Bonds, the Outstanding Bonds and any Additional Bonds payable in whole or in part from taxes which may hereafter come due.

SECTION 7.03: SECURITY OF ACCOUNTS. Any cash balance in any fund or account of the District, to the extent not insured by the Bank Insurance Fund managed and maintained by the Federal Deposit Insurance Corporation, or a successor insurance fund, shall be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of districts such as the District, having an aggregate market value, exclusive of accrued interest, at all times at least equal to the uninsured cash balance in the fund to which such securities are pledged or such higher amount as required by the District's policies for investment of funds of the District.

SECTION 7.04: DEPOSITS TO AND WITHDRAWALS FROM BOND FUND ROAD BOND ACCOUNT. The District shall deposit or cause to be deposited into the Bond Fund Road Bond Account the aggregate of the following at the times specified:

- (a) As soon as practicable after the Initial Bonds are sold and delivered, out of the proceeds of the sale of the Bonds, a sum equal to the initial twelve (12) months of interest on the Bonds; and
- (b) As collected, the proceeds from collection of the ad valorem tax levied pursuant to Section 6.02 hereof, less the costs of collection thereof.

Not later than five (5) calendar days prior to any Maturity Date, Redemption Date and/or Interest Payment Date on the Bonds, the Board of Directors shall cause moneys to be deposited into the Bond Fund in an amount not less than that which is sufficient to pay the principal of the Bonds which matures and becomes payable on such date, the interest which accrues and becomes payable on such date, and the fees and expenses of the Paying Agent and the Registrar for handling and making such payments on the Bonds on such date, and not later than two (2) Business Days prior to such payment dates shall cause such amounts to be wire transferred to the Paying Agent.

SECTION 7.05: CONSTRUCTION FUND. The District shall deposit or cause to be deposited into the Road Construction Fund Account the Net Proceeds of the Bonds, less any portion of the Net Proceeds that has been utilized by the Paying Agent, pursuant to written instructions of the District, for expenses incident to the issuance of the Bonds. Moneys on deposit in the Road Construction Fund Account shall be used solely for the payment of the expenses incident to the issuance of the Bonds, including financial advisory, legal and engineering fees and expenses, and administration, organization and printing expenses of the District, and the costs of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending the Road System. All moneys on deposit in the Road Construction Fund Account as of the date hereof, and all interest and investment earnings on such moneys, now or hereafter deposited into such fund, are to be maintained by the District in such fund to be used for the purposes for which the Bonds and the Series 2021 Road Bonds were sold as set forth in the order authorizing issuance of same and/or for any other lawful purpose for which the Series 2021 Road Bonds were authorized, and, if required, the consent of any regulatory authority having jurisdiction.

SECTION 7.06: SURPLUS CONSTRUCTION FUNDS. After completion of the Road System facilities for which the Bonds are issued and the payment of all lawful obligations associated therewith, at the option of the Board, and, if required, with the consent of any regulatory authority having jurisdiction, the proceeds of the Bonds remaining in the Road Construction Fund Account, together with investment earnings thereon, may be used to pay the costs of constructing additional road facilities which will become part of the Road System and/or for any other lawful purpose for which the Bonds were authorized, if such use, in the opinion of Bond Counsel, does not adversely affect the status of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any moneys remaining in the Road Construction Fund Account after completion of the entire Road System shall be deposited into the Bond Fund Road Bond Account.

SECTION 7.07: INVESTMENTS; EARNINGS. Moneys deposited into the Bond Fund and the Bond Fund Road Bond Account therein, and into the Construction Fund and the Road Construction Fund Account therein, and any other fund or funds which the District may lawfully create may be invested or reinvested from time to time, but only in Authorized Investments. Except to the extent otherwise required to maintain compliance with the covenants set forth in Section 8.01 hereof, all investments and any profits realized from or interest accruing on such investments shall belong to the fund and the account from which the moneys for such investment were taken; provided, however that in the discretion of the Board of Directors, and, if required, with the consent of any regulatory authority having jurisdiction, the profits realized from and interest accruing on investments made from any fund may be transferred to the appropriate account within the Bond Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the

event any fund does not have sufficient uninvested moneys on hand to meet the obligations payable out of such fund. After such sale, the moneys resulting therefrom shall belong to the fund from which such investments were initially taken. The District shall not be responsible to the Holders for any loss arising out of the sale of any investments.

(End of Article Seven)

ARTICLE EIGHT

TAX EXEMPTION

SECTION 8.01: TAX EXEMPTION. For purposes of this Section 8.01, the term "Net Proceeds" means the proceeds derived from the sale of the Bonds, plus interest earnings thereon, less any amounts deposited in a reasonably required reserve or replacement fund; the term "Person" includes any individual, corporation, partnership, unincorporated association or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to Persons other than natural persons, means any activity other than an activity carried on by a governmental unit.

The District covenants that it shall make such use of the Net Proceeds of the Bonds, regulate investments thereof and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "Code"), and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations"), necessary to assure that interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the District hereby covenants as follows:

- (a) The District has not permitted and will not permit more than ten percent (10%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person (other than use as a member of the general public) other than a governmental unit ("private-use proceeds").
- (b) The District has not permitted and will not permit more than five percent (5%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person, other than a governmental unit, if such use is unrelated to the governmental purpose of the Bonds; and further, the amount of private-use proceeds of the Bonds in excess of five percent (5%) of the Net Proceeds of the Bonds ("excess private-use proceeds") will not exceed the proceeds of the Bonds expended for the governmental purpose of the Bonds to which such excess private-use proceeds relate.
- (c) The principal of and interest on the Bonds will be paid from ad valorem tax collections, together with investment profits and interest earnings thereon.
- (d) The District has not permitted and will not permit an amount exceeding the lesser of (i) \$5,000,000 or (ii) five percent (5%) of the Net Proceeds of the Bonds to be used directly or indirectly to finance loans to Persons other than governmental units.
- (e) The District will not use the proceeds of the Bonds in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of

Section 148 of the Code or otherwise in any manner which would cause the Bonds to violate the provisions of Section 149(d) of the Code. The District will monitor the yield on the investment of the proceeds of the Bonds and moneys pledged to the payment of the Bonds, other than amounts not subject to yield restriction because of their deposit in a reasonably required reserve or replacement fund or a bona fide debt service fund, and will restrict the yield on such investments to the extent required by the Code or the Regulations. Without limiting the generality of the foregoing, the District will take appropriate steps to restrict the yield on (i) all Net Proceeds of the Bonds on hand on a date that is three (3) years from the date of delivery of the Bonds and on all amounts within the Bond Fund not disbursed within thirteen (13) months of the date of deposit therein (using a last-in, first out accounting conversion) and (ii) all investment earnings on hand on a date that is three (3) years from the date of delivery of the Bonds or one (1) year from the date such investment proceeds are received, whichever is later, to a yield which is not materially higher than the yield on the Bonds (in both cases calculated in accordance with the Code and the Regulations).

- (f) The District will not cause the Bonds to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as same may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code).
- (g) To the extent, if applicable, required by the Code or Regulations, the District will take all necessary steps to comply with the requirement that "excess arbitrage profits" earned on the investment of the gross proceeds of the Bonds, if any, be rebated to the United States of America, and specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate such "excess arbitrage profits" separately from records of amounts on deposit in the funds and accounts of the District which are allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, not less often than required by applicable federal law and the Regulations, the amount of "excess arbitrage profits", if any, earned from the investment of the gross proceeds of the Bonds and (iii) pay, not less often than required by applicable federal law and the Regulations, all amounts required to be rebated to the United States of America; and the District will not indirectly pay any amount otherwise payable to the United States of America pursuant to the foregoing requirements to any Person other than the United States of America by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result 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.
- (h) The District will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code.

- (i) This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

For purposes of the foregoing (a), (b) and (e), the District understands that the term "Net Proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. Furthermore, all officers, employees and agents of the District are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the District as of the date the Initial Bonds are delivered and paid for, and any such certifications may be relied upon by Bond Counsel, by the Holders of the Bonds, and by any Person interested in the exclusion of interest on the Bonds from gross income for federal income tax purposes. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds thereof, and take such other and further actions as may be required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.02: BONDS QUALIFIED TAX-EXEMPT OBLIGATIONS. The District hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code and covenants that it shall take all actions necessary with respect to the Bonds to satisfy the requirements of Section 265(b)(3) of the Code. In particular, the District represents that:

- (a) the aggregate amount of tax-exempt obligations issued by the District during calendar year 2022, including the Bonds, which have been designated as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code, does not exceed \$10,000,000; and

- (b) the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during the calendar year 2022, including the Bonds, will not exceed \$10,000,000.

For purposes of this Section 8.02, the term "tax-exempt obligation" does not include "specified private activity bonds" within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. In addition, for purposes of this Section 8.02, the District includes all governmental units of which the District is a "subordinate entity" and governmental units which are "subordinate entities" of the District, within the meaning of Section 265(b)(3)(E) of the Code.

SECTION 8.03: ALLOCATION OF, AND LIMITATION ON, EXPENDITURES.

The District covenants to account for the expenditure of the proceeds of the sale of the Bonds and investment earnings to be used for the purposes for which the Bonds are issued on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the facilities to be constructed and/or purchased with the proceeds of the Bonds are completed. The foregoing notwithstanding, the District shall make such allocation in any event by the date 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. For purposes of determining compliance with this covenant the District and its officers, agents and representatives may rely upon an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions or omissions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.04: DISPOSITION OF FACILITIES. The District covenants that the property constituting the facilities to be constructed and/or purchased with the proceeds of the Bonds will not be sold or otherwise disposed of, except to the City of College Station, Texas, in a transaction resulting in the receipt by the District of cash or other compensation unless the District obtains an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

(End of Article Eight)

ARTICLE NINE

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 9.01: ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, any Additional Bonds for authorized purposes, including, without limitation:

- (a) the remaining unissued bonds which were authorized at the election described in Section 1.05 (b) and (c) of this Order; and

- (b) such other bonds as the District may hereafter be authorized to issue from time to time.

SECTION 9.02: REFUNDING BONDS. The District further reserves the right to issue refunding bonds including, without limitation, the refunding bonds which were authorized at the election described in Section 1.05 (d) of this Order, in any manner permitted by law to refund the Bonds, the Outstanding Bonds and any Additional Bonds, at or prior to their respective Maturity Dates or on any Redemption Dates.

(End of Article Nine)

ARTICLE TEN

DEFAULT PROVISIONS

SECTION 10.01: REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees that in the event of default in the payment of the principal of or interest on any of the Bonds when due, or, in the event the District fails to make the payments required to be made into the Bond Fund Road Bond Account, or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Order, the Holders shall be entitled to seek 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 Order. Any delay or omission in the exercise of any right or power accruing upon any default shall not impair any such right or power or be construed to be a waiver of 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.

SECTION 10.02: ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds by the Holders, the provisions of this Order shall be deemed to be and shall constitute a contract between the District and such Holders, and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection and security of each of such Holders. Each of the Bonds, regardless of the time or times of their issue, authentication, registration, delivery or maturity, shall be of equal rank, without preference, priority or distinction of any Bond over any other, except as expressly provided herein.

(End of Article Ten)

ARTICLE ELEVEN

CONTINUING DISCLOSURE

SECTION 11.01: DEFINITIONS. As used in this Article, the following terms have the meanings ascribed to them below:

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "obligated person" has the meaning assigned to such term in the Rule.

The term "Offering" has the meaning assigned to such term in the Rule.

The term "Rule" means SEC Rule 15c2-12 and any regulations promulgated thereunder, all as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

SECTION 11.02: ANNUAL REPORTS. The offering of the Bonds qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) regarding the District's continuing disclosure obligations because the District does not have more than \$10,000,000 in aggregate amount of outstanding bonds, including the Bonds, and no Person is committed by contract or other arrangement with respect to payment of all, or part of, the Bonds. As required by the exemption, the District shall provide within six (6) months after the end of each Fiscal Year, to the MSRB, in an electronic format as prescribed by the MSRB, financial information and operating data which is customarily prepared by the District and is publicly available (being the information and data described in Exhibit "C" attached hereto).

If the District changes its Fiscal Year, the District will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section 11.02. The District shall notify the MSRB, in a timely manner, of any failure of the District to provide financial information or operating data in accordance with this Section 11.02 by the time required herein. All documents provided to the MSRB pursuant to this Section 11.02 shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 11.03: EVENT NOTICES. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material within the meaning of the federal securities laws;

- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (g) Modifications to the rights of the Holders of the Bonds, if material within the meaning of the federal securities laws;
- (h) Calls for redemption of the Bonds, if material within the meaning of the federal securities laws, and tender offers;
- (i) Defeasances of the Bonds;
- (j) Release, substitution or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the District;
- (m) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, 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 within the meaning of the federal securities laws;
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- (o) Incurrence of a Financial Obligation of the District person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clauses (o) and (p) above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii) however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time. The Board of Directors intends the words used in clauses (o) and (p) above and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

SECTION 11.04: LIMITATIONS, DISCLAIMERS AND AMENDMENTS.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds, within the meaning of the Rule, except that the District in any event will give notice of any call for redemption of the Bonds or defeasance of the Bonds, in whole or in substantial part, made in accordance with this Order or applicable law that causes such Bonds to no longer be outstanding.

(b) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing herein, expressed or implied, shall be deemed to confer any benefit or any legal or equitable right, remedy or claim hereunder upon 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 Article 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, conditions or prospects of the District, nor does the District undertake to update any information provided in accordance with this Article 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 to sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNERS OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN 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 ARTICLE, BUT EVERY RIGHT AND REMEDY, IN CONTRACT OR IN TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH, SHALL BE LIMITED TO AN ACTION BY THE HOLDER FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

(e) Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the District under applicable federal and state securities laws.

(f) Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligations with respect to the Bonds in accordance with the Rule as amended.

(g) Except as provided hereinafter, the provisions of this Article may be amended by the District from time to time, in its discretion, to adapt to changed circumstances that arise from a change in law, the identity, nature, status or type of operations of the District, or other circumstances, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Bonds in a primary offering of the Bonds 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 (ii) either (A) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment, or (B) 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 Holders and beneficial owners of the Bonds. If this Article is so amended, the District shall include with any amended financial information or operating data next provided in accordance with this Article 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. Notwithstanding the foregoing, the District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or if 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 any such amendment or repeal by the District would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

(End of Article Eleven)

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

SECTION 12.01: PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and the interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings and agreements contained in this Order, the Initial Bonds or in any Bond executed, authenticated, registered and delivered hereunder.

SECTION 12.02: DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Order the District is named and referred to, such naming or reference shall be deemed to include the District's successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of the District's successors and assigns, whether or not so expressed.

SECTION 12.03: NO RECOURSE AGAINST DISTRICT OFFICERS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any officer of the District or any Person executing the Bonds.

SECTION 12.04: PAYING AGENT MAY OWN BONDS. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Paying Agent.

SECTION 12.05: REGISTRAR. The initial Registrar in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Dallas, Texas. The District will maintain at least one Registrar in the State of Texas, where the Bonds may be surrendered for registration of transfer and/or for exchange or replacement for other Bonds, and for the purpose of maintaining the Register on behalf of the District. The Registrar shall at all times be a duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or State banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Registrar or to appoint additional Registrars, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Registrar, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.06: PAYING AGENT. The initial Paying Agent in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Dallas, Texas. To the extent practicable, the District will maintain in the State of Texas, at least one (1) duly qualified and competent trust or banking

corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, where the Bonds may be presented or surrendered for payment of principal. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Paying Agent or to appoint additional Paying Agents, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Paying Agent, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.07: DISCHARGE BY DEPOSIT. The District may discharge its obligation to the Holders to pay the principal of and the interest on the Bonds and may defease the Bonds in accordance with the provisions of then applicable law, including, without limitation, V.T.C.A. Government Code §1207.001 *et seq.*, as amended.

SECTION 12.08: LEGAL HOLIDAYS. In any case when any Interest Payment Date, Maturity Date or Redemption Date for any Bond is not a Business Day, then payment by the Paying Agent of such principal, interest or redemption price need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on the scheduled Interest Payment Date, Maturity Date or Redemption Date, and no further interest shall accrue beyond such scheduled date.

SECTION 12.09: ESCHEAT LAWS. Notwithstanding any part or provision of the Bonds or this Order to the contrary, the powers, rights, duties, functions and responsibilities of the District, the Paying Agent, the Registrar, the Initial Purchaser, and the Holders shall at all times conform and be subject to the requirements, limitations, procedures and provisions of Title 6, Texas Property Code, as now and hereafter amended, and in case of any conflict or inconsistency therewith now existing or hereafter created, the provisions of such laws shall prevail and control, and the provisions of this Order and the Bonds shall be deemed to be supplemented or amended to conform thereto.

SECTION 12.10: BENEFITS OF ORDER. Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any Person, other than the District; the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders, any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition or provision herein contained, and all the covenants, conditions and provisions contained in this Order or in the Bonds shall be for the sole benefit of the District, the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders.

SECTION 12.11: SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section or other part of this Order, 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 Order and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Order to any other Persons or circumstances shall not be affected thereby.

SECTION 12.12: ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made

available to any Holder on reasonable request. Each year while any of the Bonds are outstanding, the District shall have an audit of its books and accounts performed by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Holder upon request and upon payment by such Holder of the reasonable costs to the District of providing same.

SECTION 12.13: NOTICE. Except as otherwise expressly provided herein, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when deposited in the United States mail, first class postage prepaid, and addressed to the Person to be notified and, with respect to notice to any Holder shall be addressed to the latest address shown on the Register.

SECTION 12.14: FURTHER PROCEEDINGS. The President, Vice President, Secretary and any Assistant Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order, including, without limitation, the execution of this Order and other documentation required in connection herewith and with the issuance of the Bonds. Further, the District's Bond Counsel and financial advisor shall be authorized to prepare written instructions to the Paying Agent, on behalf of the District, for the disbursement and/or deposit of Net Proceeds to pay expenses incident to the issuance of the Bonds.

SECTION 12.15: AMENDMENT OF ORDER. The District may, without the consent of or notice to any Holder of the Bonds, amend, change or modify this Order as may be required (a) by the provisions hereof (including, without limitation, Article Eleven hereof); (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Holders of the Bonds. Except for such amendments, changes or modifications, the District shall not amend, change or modify this Order in any manner without the consent of the Holders of all the Bonds then outstanding in any manner, which would (a) extend the time or times of payment of the principal of and interest on the Bonds, or reduce the principal amount thereof or the rate or interest thereon or in any way modify the terms or sources of payment of the principal of or interest on the Bonds; (b) create any lien ranking prior to the lien of the Bonds; (c) give preference of any Bond over any other Bonds; or (d) extend any waiver of default to subsequent defaults.

SECTION 12.16: ISSUANCE OF BONDS UNDER CERTAIN TERMS AND CONDITIONS. The Bonds shall be issued upon and subject to the further terms and conditions contained in the Prior Bond Order, which shall apply with equal force to the Bonds as if set forth fully herein; provided, however, that where the provisions of the Prior Bond Order are inconsistent or in conflict with the terms and provisions of this Order, the terms and provisions of this Order shall govern.

(End of Article Twelve)

ARTICLE THIRTEEN

SALE OF BONDS

SECTION 13.01: SALE OF BONDS. Sale of the Bonds is hereby awarded to _____ (the "Initial Purchaser"), for the sum of \$_____, subject to the issuance of an approving opinion as to legality of the Initial Bonds of the Attorney General of Texas and of Bond Counsel for the District. It is hereby found and declared that the bid of the Initial Purchaser produces the lowest net effective interest rate to the District and is the best obtained for the Bonds pursuant to and after taking sealed, competitive public bids therefor, as required by law, and that the net effective interest rate resulting from said bid is _____% which is less than the maximum of ____% permitted by the District's Official Notice of Sale. It is hereby further found and declared that the terms of the sale of the Bonds are in the District's best interests.

SECTION 13.02: NOTICE OF SALE. It is hereby affirmatively found and declared that notice of the time and place of this sale and the details concerning the sale of the Bonds was given by publishing an appropriate notice of sale:

- (a) at least one (1) time not less than ten (10) days before the date of sale in a newspaper of general circulation in the county in which the District is located; and
- (b) at least one (1) time in a recognized financial publication of general circulation in the State of Texas, as approved by the Attorney General of Texas.

(End of Article Thirteen)

ARTICLE FOURTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 14.01: OPEN MEETING. The Board of Directors officially finds, determines and declares that this Order was reviewed, considered and adopted at a meeting of the Board of Directors beginning at [____ Noon/a.m./p.m.,] College Station, Texas time on _____, 2022, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at the District's administrative office and at a place readily accessible and convenient to the public within the District and was timely furnished to the County Clerk of Brazos County, Texas, for posting on a bulletin board located at a place convenient to the public in the Brazos County Courthouse for the time prescribed by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended, and that this meeting has been open to the public, as required by law, at all times during which this Order and the subject matter hereof has been discussed, considered and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 14.02: EFFECTIVE DATE OF ORDER. This Order shall take effect and be in full force and effect upon and after its passage.

PASSED AND ADOPTED the ____ day of _____, 2022.

President, Board of Directors
Rock Prairie Management District No. 2

ATTEST:

Secretary, Board of Directors
Rock Prairie Management District No. 2

(SEAL)

(End of Article Fourteen)

629254

EXHIBIT "A"

(FORM OF INITIAL BOND)

REGISTERED
NUMBER
IR-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
AMOUNT
\$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX ROAD BOND
SERIES 2022

Interest Rate: _____% Maturity Date: September 1, ____ Initial Date: October 1, 2022 Delivery Date: _____, 2022 CUSIP NO.:

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

CEDE & CO.

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on September 1 and March 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2023, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on _____, 2022 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity

or upon prior redemption is 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, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE BONDS ISSUED AS TERM BONDS and scheduled to mature on September 1, ____, ____, and ____, are subject to mandatory redemption, prior to said scheduled Maturity Dates, and shall be redeemed, by lot or by other customary method, on September 1 in each of the years and in the principal amounts set forth in the following table (subject to reductions of such principal amounts attributable to prior optional redemptions of such Term Bonds by the District, as provided in the Bond Order), plus accrued interest on said principal amounts:

Year of Redemption	Principal Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2030, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District may determine and notify the Paying Agent of the reduction in the remaining mandatory redemption amount(s) of such Term Bond as result from such optional redemption.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon 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, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption,

in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an 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 Bond Order 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 and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Comptroller of Public Accounts of the State of Texas has been manually executed hereon by such Comptroller (or a duly authorized deputy), as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

OFFICE OF THE COMPTROLLER

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by said Attorney General as required by law, that said Attorney General finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and it is a valid and binding obligation of Rock Prairie Management District No. 2 and said Bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas,

_____.

Comptroller of Public Accounts
of the State of Texas

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number): _____
the within Bond and does hereby irrevocably constitute and appoint
_____ as attorney to transfer said Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner
appearing on this Assignment is hereby
verified as true and genuine and is guaranteed
by:

Registered Owner

NOTICE: The signature on this
Assignment must correspond in every
particular with the name of the Registered
Owner as it appears on the face of the
within Bond.

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

EXHIBIT "B"

(FORM OF EXCHANGE BOND)

REGISTERED
NUMBER

R-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
AMOUNT

\$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX ROAD BOND
SERIES 2022

Interest Rate: _____% Maturity Date: September 1, ____ Initial Date: October 1, 2022 Delivery Date: _____, 2022 CUSIP NO.:

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on September 1 and March 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2023, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on _____, 2022 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity

or upon prior redemption is 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, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE BONDS ISSUED AS TERM BONDS and scheduled to mature on September 1, ____, ____, and ____, are subject to mandatory redemption, prior to said scheduled Maturity Dates, and shall be redeemed, by lot or by other customary method, on September 1 in each of the years and in the principal amounts set forth in the following table (subject to reductions of such principal amounts attributable to prior optional redemptions of such Term Bonds by the District, as provided in the Bond Order), plus accrued interest on said principal amounts:

Year of Redemption	Principal Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2030, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District may determine and notify the Paying Agent of the reduction in the remaining mandatory redemption amount(s) of such Term Bond as result from such optional redemption.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon 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, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and

ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an 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 Bond Order 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 and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Registrar has been manually executed by an authorized representative of the Registrar, as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and

Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

CERTIFICATE OF REGISTRAR

This is to certify that this Bond is one of the Bonds issued under the provisions of the within-mentioned Bond Order, and it is hereby further certified that this Bond has been authorized and delivered in conversion and exchange for, or in replacement of, a Bond, Bonds or portions thereof (or one or more prior conversion, exchange or replacement Bonds) originally issued by Rock Prairie Management District No. 2, approved by the Attorney General of Texas, and initially registered by the Comptroller of Public Accounts of the State of Texas.

_____, Registrar

Dated: _____

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number): _____ the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner appearing on this Assignment is hereby verified as true and genuine and is guaranteed by:

Registered Owner
NOTICE: The signature on this Assignment must correspond in every particular with the name of the Registered Owner as it appears on the face of the within Bond.

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

[The legal opinion of Bond Counsel shall also be attached to the Exchange Bonds.]

EXHIBIT "C"

CONTINUING DISCLOSURE

The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under "APPENDIX A".

Any financial statements of the District will be prepared in accordance with generally accepted accounting principles for local government units as prescribed by the Governmental Accounting Standards Board or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation.

**ROCK PRAIRIE
MANAGEMENT DISTRICT NO. 2
ROAD BOND ISSUE NO. TWO REQUIREMENTS**

PRELIMINARY SUMMARY OF COSTS

Construction Costs

B. District Items:	<u>Amount</u>	<u>District's Share</u>
1. Bird Pond Road		(1)
a. General Items	\$ 143,497	\$ 38,504
b. Improvements in Aid of the Roadway	\$ 455,375	\$ 184,654
c. Site Preparation	\$ 66,880	\$ 10,576
e. Storm Water Collection System	\$ 718,836	\$ 22,298
g. Excavation, Paving and Grading	\$ 1,644,623	\$ 648,631
h. Concrete Headwall and Bridge Façade	\$ 733,946	\$ 297,615
i. Storm Water Pollution Prevention Plan	\$ 36,981	\$ 8,821
k. Post Construction Topographic Verification	\$ 17,000	\$ 4,549
Total	\$ 3,784,337	\$ 1,215,648
2. Midtown Reserve Phase 100		
a. General Items	\$ 22,600	\$ 15,307
b. Street Construction	\$ 211,693	\$ 211,693
c. Storm Water Pollution Prevention Plan	\$ 12,000	\$ 6,712
d. Post Construction Topographic Verification	\$ 5,000	\$ 2,797
	\$ 251,293	\$ 236,508
3. Midtown Reserve Phase 102		(2)
a. General Items	\$ 36,250	\$ 17,185
b. Street Construction	\$ 324,316	\$ 298,370
c. Emergency Access Road Construction	\$ 15,461	\$ 14,224
d. Storm Water Pollution Prevention Plan	\$ 19,500	\$ 8,803
e. Post Construction Topographic Verification	\$ 3,000	\$ 1,354
	\$ 398,527	\$ 339,937
4. Engineering and Geotechnical (8.28% of Items 2-4)	\$91,520	\$47,704
CONSTRUCTION COSTS (73.59% of BIR)	\$4,525,677	\$1,839,797

Non-Construction Costs

A. Legal Fees (2.90%)	\$	72,500
B. Fiscal Agent Fees (2.00%)	\$	50,000
C. Interests Costs		
1. Capitalized Interest (1 year @ 5.0%)	\$	125,000
2. Developer Interest (5.0%)	\$	291,764
D. Bond Discount (3%)	\$	75,000
E. Bond Issuance Expenses	\$	43,439
F. Attorney General Fees (0.10%)	\$	2,500
TOTAL NON-CONSTRUCTION COST (26.41% of BIR)	\$	660,203
TOTAL BOND ISSUE REQUIREMENT (BIR)	\$	2,500,000

Notes:

- (1) Represents the remaining construction cost of 40.55% deferred from the District's Series 2020 road bond issue.
- (2) Represents total construction cost for Bird Pond Road paving, because of the bond limitations, the District is requesting 92% of the construction costs in this proposed bond issue. The engineering, geotechnical and other costs related to the facility are being funded 100%. The remaining construction cost of 8% and associated land costs will be deferred to a future bond issue.

August 25, 2022

Item No. 8.1.

Public Hearing regarding 2023 advertised ad valorem tax rate of \$0.524613

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on the City of College Station 2023 advertised ad valorem tax rate of \$0.524613 per \$100 valuation, resulting in an increase in tax revenues.

Relationship to Strategic Goals:

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

Recommendation(s): Hold public hearing and receive citizen input on the tax rate.

Summary: The governing body of a taxing unity may not adopt a tax rate that exceeds the lower of the voter-approval rate or the no-new revenue tax rate until the governing body has held a public hearing on the proposed tax rate.

The tax rate that the City Council announced it would hold the public hearings on is \$0.524613 per \$100 assessed valuation. This is a decrease in the tax rate from the 2021 tax rate of (\$0.010005).

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The City Council will vote on the tax rate on Thursday August 25 at 6:00 PM.

Budget & Financial Summary: The public hearing tax rate of \$0.524613 per \$100 assessed valuation will generate \$57,079,638 in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

None

August 25, 2022

Item No. 8.2.

Ordinance adopting the City of College Station 2022-2023 Budget; and Ratifying the property tax revenue increase

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2022-2023 Budget; and presentation, discussion, and possible action ratifying the property tax revenue increase reflected in the budget.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2022-2023 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2022 - 2023 proposed budget. The City Council received the proposed budget on July 12, 2022 and held budget workshops on July 18th and July 19th. The City Council held a public hearing on the proposed budget on July 27th. The charter requires that the City Council adopt a budget no later than September 27th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year of approximately \$6,400,608.

The proposed tax rate is \$0.524613 per \$100 assessed valuation, which is a (\$0.010005) decrease from the FY22 tax rate.

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

Subtotal Operation and Maintenance:	\$324,634,735
Subtotal Capital:	87,736,042
Total Proposed Budget:	\$412,370,777

Attachments:

1. Appendix A1 - FY22 Budget Adoption Ordinance - updated Part 4 8.15.22
2. Appendix A1 - Attachment - IT Purchase list

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2022-2023 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2022, to September 30, 2023, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

PART 3: The governing body, the City Council, has authorized the City Manager, through the budget ordinance, to assign fund balance. Assignments, unlike commitments, are not permanent and a formal action is not required for the removal of an assignment. Finally, assignments may not result in a deficit in Unassigned Fund Balance. Assigned Fund Balance includes amounts that are constrained by the government’s intent to be used for specific purposes, but are neither restricted nor committed.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to exercise, approve and execute all contract renewal options for approved contracts, subject to and contingent upon appropriation of sufficient budgeted funds by the City, to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 5: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to authorize transfers of

Contingent Appropriations within a fund up to an amount equal to expenditures that are \$100,000 or less.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2022-23 Fiscal Year Fleet and Equipment Replacement Funds, and technology related hardware and software as set out in Attachment "A" to this Ordinance.

PART 7: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to exercise, approve and execute all contract renewal options for any approved contracts, subject to and contingent upon appropriation of sufficient budgeted funds by the City, to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 8: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS 25TH DAY OF AUGUST, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement Computers	214	2,200	470,800
City Works Toughbooks	60	2,500	150,000
Replacement Printers	20	950	19,000
Replacement Copiers			51,125
Replacement Scanners			13,000
Printer replacement Parts			3,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			5,000
Replacement Public Safety Mobile Data Terminals			152,300
Replace single server	3	10,000	30,000
Server replacement parts			10,000
Server OS replacement/upgrade			40,000
SQL Std	10	4,000	40,000
Replacement UPS battery/units			86,300
Estimated Additional Desktop Software			35,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel Draw			
Computer Network Maint. and Equipment Replacement			40,000
Motorola Radio Repair/Replacement			37,000
Telephone Repair/Replacement			20,000
Fiber ring expansion			225,000
Subtotal - Scheduled Replacement			1,427,525
Service Level Adjustments			
Beyond Trust Password Safe			65,000
System Center Configuration Manager (SCCM) Remediation			40,000
Camera Maintenance			25,000
Subtotal - Service Level Adjustments			25,000
Unscheduled Replacements/Additions			
Estimated Additional Computer setups	75	1,800	135,000
not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory			
Estimated Standard Desktop Software			20,000
not identified specifically in budget Includes but not limited to: Microsoft Office , Trend, Microsoft Windows client access license, Novell ZenWorks			
Estimated Additional Desktop Software			20,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop			

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Illustrator, Premier, Audition Project, Visio, Vstudio.net AutoCAD, Crystal Corel Draw, Cognos			
Estimated Additional Printers/Plotters			12,000
Estimated Computer misc. parts includes: hard drives, network cards, network cards, network cables			10,000
Estimated Monitor upgrades includes: larger than standard			12,500
Estimated Additional Scanners	20	800	16,000
Estimated Additional Mobile Devices/ Toughbook, laptops, tablets	65	1,800	117,000
Estimated Network Upgrades			20,000
Estimated Motorola Radio Repair/Replacement			10,000
Sub-Total Unscheduled Replacement/Additions			372,500

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Phone System Maintenance			
Cisco_SmartNet Maintenance			68,000
Subtotal - Phone System Maintenance			68,000
Network Software on Master License Agreement (MLA)			
Microsoft Enterprise Agreement			100,000
Added Office365 and services			200,000
Solarwinds			15,000
Rubrik			86,300
VMWARE support through VMWare	38	1,400	53,200
Vcenter Support	2	1,499	2,998
City Works Premium License			110,250
Faster Maintenance			18,000
Subtotal - Network Software on MLA			457,498
PC Hardware and Software Maintenance/Subscriptions			
HP Printer/Plotter Maintenance			1,500
AutoCAD			17,000
Adobe Creative Suite			15,000
Barracuda Spam/Spyware			33,000
Firewall Maintenance			97,000
Aruba Maintenance			7,000
Everbridge Paging Subscription			42,500
Siemens Access Control System			32,000
Subtotal - PC Software Maintenance			245,000
IBM Hardware and Software Maintenance			
Hardware Maintenance (2 power 7's)			15,000
Power 7 Software Subscription and Support	2	9,000	18,000
Subtotal - IBM Hardware and Software Maintenance			33,000
Grand Total			2,628,523

August 25, 2022

Item No. 8.3.

Ordinance adopting the City of College Station 2022-2023 ad valorem tax rate.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2022-2023 ad valorem tax rate of \$0.524613 per \$100 assessed valuation, the debt service portion being \$0.211441 per \$100 assessed valuation and the operations and maintenance portion being \$0.313172 per \$100 assessed valuation.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends Council adopt the tax rate of \$0.524613 per \$100 assessed valuation.

Summary: On August 3rd, the City Council discussed the tax rate and called a public hearing on a tax rate of \$0.524613. This rate is a \$(0.010005) decrease compared to the current tax rate.

The tax rate must be adopted as two separate components – one for Operations and Maintenance and one for Debt Service.

\$0.313172	O&M
\$0.211441	Debt Service
\$0.524613	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	\$0.534618
No New Revenue Tax Rate:	\$0.475470
Voter Approved Tax Rate:	\$0.537996
Proposed Tax Rate:	\$0.524613

Budget & Financial Summary: The proposed tax rate of \$0.524613 per \$100 assessed valuation will generate approximately \$57.1 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

1. Appendix A2 - FY22 Tax Rate Ordinance 8.15.22

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2022-23 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION I. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2022-23 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of fifty-two and forty-six hundredths and thirteen thousand cents (\$0.524613) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), thirty-one and thirty-one hundred and seventy-two thousand cents (\$0.313172) on each one-hundred-dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), is twenty-one and fourteen hundred and forty-one thousand cents (\$0.211441) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE DECREASED BY (1.87%) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$49.14.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS 25TH DAY OF AUGUST, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

August 25, 2022
Item No. 8.4.
Resolution adopting fees, rates and charges

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends the City Council approve the resolution adopting the Fees, Rates and Charges for Fiscal Year 2023.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep the fees, rates, and charges current.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2023 budget document at Appendix D.

Attachments:

1. FY 22-23 Fee Resolution 8-4-22 Final
2. Fee Resolution Summary for Council - Updated 08.18.22

RESOLUTION NO. _____

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

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

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

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

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

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

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

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 25th day of August, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance

Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees.

i. Service fees established.

- 1. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as \$3.00 per transaction.**
- 2. Returned check fee to pay any amount - \$25.00**
- 3. Credit Card Charge Back Fee - \$25.00**
- 4. Notary Public fee per document - \$6.00**

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

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

c. Sec. 2-120. Fire Department Services

- i. Requests for incident reports prepared by the Fire Department.**
- ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.**
- iii. Fire Department inspections of day care centers. - \$50.00**
- iv. Fire Department inspections of foster homes. - \$30.00**
- v. Fire Department inspections of nursing home facilities. - \$150.00**
- vi. Fire Department inspections of health care facilities. - \$150.00**
- vii. Alternative Fire Suppression Systems - \$100**
- viii. Addition of a controlled access system tested that are tied into the fire alarm systems - \$100**
- ix. Fire Department inspections of automatic fire alarm systems. \$100.00 for up to 25 devices. Additional devices after are \$2.00 per device. Any additional inspections are \$75.00 per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.**
- x. Fire Department testing of underground fire lines. - \$150.00**
- xi. Fuel tank testing performed by the Fire Department. - \$100.00**
- xii. Fuel line leak testing performed by the Fire Department. - \$100.00**
- xiii. Fire sprinkler system testing performed by the Fire Department. \$125.00 for up to 100 heads. Additional heads after 100 are \$1.00 per head. Any additional inspection on the same system is \$125.00 per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.**

- xiv. Fire Department inspections of a hospital- **\$250.00**
- xv. Annual life safety inspections, after the second re-inspection a **\$150** re-inspection fee will be assessed on each inspection thereafter.
- xvi. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **\$500.00** and Ten Day Residential Burn Permit - **\$50.00**
- xvii. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$75.00 per hour, per inspector with a two-hour minimum charge.**
- xviii. Fire Department Stand by for special events **\$50 per hour per person (2 person minimum)**
- xix. The provision of emergency medical services basic life support (BLS) with transportation. - **\$1,200.00** base fee plus **\$19.00** per loaded mile
- xx. The provision of emergency medical services advanced life support (ALS1) with transportation. - **\$1,400.00** base fee plus **\$19.00** per loaded mile
- xxi. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation. - **\$1,650.00** base fee plus **\$19.00** per loaded mile
- xxii. The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **\$1,700.00** base fee plus **\$19.00** per loaded mile
- xxiii. The provision of fire and emergency medical services for non-residents without transportation. - **\$250.00**
- xxiv. Administrative fees and reimbursement fees for supplies and medications.
 - 1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged a **\$130.00** supply fee to cover oxygen costs.
 - 2. The provision of BLS services with transportation shall be charged a **\$200.00** supply fee to cover single patient use items.
 - 3. The provision of ALS1 or ALS2 services with transportation shall be charged a **\$400.00** supply fee to cover single patient use items.
- xxv. Hazardous Materials incidents
 - 1. Level I response - Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.
\$300 per hour with a 1-hour minimum plus consumables at market value.
 - 2. Level II response - Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center. **\$600** per hour with a 2-hour minimum plus consumables at market value.
- xxvi. Mobile Food Vendor Permit. -**\$100.00**
- xxvii. Hot Work Permit. - **\$100.00**
- xxviii. Emergency Access Gate Permit. -**\$50.00**

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

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

**1. Building Permit Fee Schedule
 RESIDENTIAL**

Single-Family or Duplex Permits	
Permit Types	Permit Fee
New Single-Family or Duplex Building	\$0.66 per square foot
Accessory: Living Quarters or Pool House	\$0.66 per square foot; \$112 minimum
Accessory: All Other	\$0.49 per square foot; \$56 minimum
Mechanical Change-Outs	\$84
Mechanical Permit	\$47 minimum for the first 1,000 square feet of building area plus \$0.02 per square foot over 1,000 square feet
Remodel or Addition	\$0.66 per square foot; \$112 minimum
Re-Roof	\$84

Multi-Family Permits	
Permit Types	Permit Fee
New Multi-Family Building	\$0.40 per square foot
Accessory: All Other	\$0.49 per square foot; \$56 minimum
Mechanical Change-Outs	\$84
Mechanical Permit	\$47 minimum for the first 1,000 square feet of building area plus \$0.02 per square foot over 1,000 square feet
Remodel or Addition	\$0.40 per square foot; \$112 minimum
Re-Roof	\$168

COMMERCIAL PERMITS

Commercial Permit Types	Permit Fee
New Commercial Building	<u>Permit Fee Schedule</u>
Remodel, Addition, or Accessory	<u>Permit Fee Schedule</u>
Mechanical and Mechanical Change-Outs	\$36 minimum for the first \$1,000 valuation, plus \$5.95 for each additional \$1,000 valuation, or fraction thereof

Mechanical Vent Hood	\$84
Mechanical Walk-In Cooler	\$84
Re-Roof Permit	\$168
Window Replacements	<u>Permit Fee Schedule</u> \$112 Minimum

PERMIT FEE SCHEDULE

Estimated Building Construction Valuation	Permit Fee
\$0 to \$50,000	\$36 for the first \$1,000 valuation plus \$5.95 for each additional \$1,000 valuation, or fraction thereof, up to \$50,000 valuation
\$50,001 to \$100,000	\$328 for the first \$50,000 valuation plus \$4.75 for each additional \$1,000 valuation, or fraction thereof, up to \$100,000 valuation
\$100,001 to \$500,000	\$566 for the first \$100,000 valuation plus \$3.55 for each additional \$1,000 valuation, or fraction thereof, up to \$500,000 valuation
\$500,001 and up	\$1,996 for the first \$500,000 valuation plus \$2.40 for each additional \$1,000 valuation thereafter

MISCELLANEOUS PERMITS

Banner Permit	\$250
Construction Board of Adjustments	\$608
Contractor Registration	\$71
Demolition Permit	\$60
Electrical Permit	\$48 minimum for the first 1,000 square feet of building area plus \$0.02 per square foot over 1,000 square feet
Electrical Repair or Alteration	\$48
Inspections After Hours (anytime other than M-F, 8-5)	\$88
Irrigation Permit	\$36
Itinerant Vendor Permit	\$60
Location Permit	\$60
Moving Permit	\$119

Plumbing Permit Base Fee	\$36
Plumbing Fixtures (includes sinks, lavatories, water heaters, tubs, showers, urinals, water closets, bidets, drinking fountains, floor drains, dishwashers, oil/sand traps, link traps, grease traps, machines, etc.)	\$5.95
Sewer Line (new or replacement)	\$5.95
Water Line (new or replacement)	\$5.95
Plumbing Gas Permit Base Fee	\$36
Gas Piping (up to four gas outlets)	\$5.95
Gas Piping (each gas outlet over four)	\$1.20
Pool Permit	<u>Permit Fee Schedule</u>
Portable Storage Container Permit	\$60
Reinspection (applies to all inspections)	\$117
Sign Permit (includes Grand Opening; excludes <u>Banners</u>)	\$181
Solar Panels – Residential	\$615
Solar Panels – Commercial	\$727
Special Event Permit	\$238
Special Event Re-inspection (for events on non-consecutive days)	\$60
Tank Permit (fuel and water tanks, fuel dispensing systems)	<u>Permit Fee Schedule</u>
Temporary Power Pole: College Station Utilities (includes connection)	\$90
Temporary Power Pole: Bryan Texas Utilities	\$36
Temporary Power Pole: Entergy	\$36
Tent Permit	<u>Permit Fee Schedule</u>
Window Replacements (Residential)	\$112

**Planning and Development Services Fees as Authorized by
 Appendix A-12-3.2- C-3.**

Abandonment – Easement or ROW	\$894
Administrative Adjustment	\$119
Alternative Parking Plan	\$119
Comprehensive Plan Amendment	\$1,478
Conditional Use Permit	\$1,478
Design Review Board	\$453

Development Permit/Public Infrastructure Review and Inspection Fee	1.75% of infrastructure cost (\$715 minimum)
Final Plat or Development Plat	\$1,180
Final plat (minor or amending)	\$894
Waiver or Variance – Subdivision Regulations	\$298
MUD – Petition to Create District	\$36,057
MUD – Petition to Acquire/Annex Land	\$36,057
MUD – Infrastructure Plan Review & Inspection (Including in the ETJ)	1.75% of infrastructure cost (\$715 minimum)
Non-Residential Architectural (NRA)	\$453
Preliminary Plan	\$1,180
Private Improvement in the Public ROW (PIP)	\$453
Reinspection (applies to all inspection types)	\$117
Rezoning (Including PDD and P-MUD)	\$1,478
PDD Amendment - P&Z and Council Review	\$405
PDD Amendment - Staff Review Only	\$226
Site Plan	\$1,180
Minor Site Plan	\$453
Written Interpretation	\$143
Zoning Board of Adjustment	\$453
Zoning Letter	\$119

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

CHAPTER 6: ANIMALS

1. Article I. In General

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

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

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

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

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

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

CHAPTER 8: BUSINESSES

1. Article III. Credit Access Businesses

Division 2. Registration

a. Sec. 8-81. Required.

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

2. Article IV. Gravediggers

Division 2. License

a. Sec. 8-145. Gravediggers.

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

3. Article V. Home Solicitation

Division 2. Home Solicitor Registration

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

- i. Application filed under this section must be accompanied by a nonrefundable registration fee of **\$50.00**.
- ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **\$25.00**.
- iii. Identification badge fee - **\$10.00**.

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

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

Division 3. Itinerant Vendor Permit

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

- ii. An application for an I-Vendor permit shall be accompanied by a fee of **\$60.00**

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

a. Sec. 8-296. Fees.

- i. Application. The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.
- **\$238.00**
- ii. Re-inspection fee. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **\$60.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

**5. Article VII. Secondhand Dealers
Division 2. Permit**

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

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

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

a. Sec. 8-418. Permit fee.

- i. The application fee for a mobile food vendor permit shall be **\$596.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
- ii. Upon renewal, the applicant must provide a new complete application, payment of a **\$298.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
- iii. The application fee for a concession cart shall be **\$298.00** for initial application, and a renewal fee of **\$119.00**

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

a. Sec. 8-475. Application fee.

- i. Applicants for peak period must pay a non-refundable permit application fee of **\$417.00** plus **\$2.40** per square foot of permitted area when the original permit

application is submitted to the City and a non-refundable permit application fee of **\$209.00** plus **\$2.40** per square foot of permitted area for an annual renewal. Non-peak period only permits shall not be assessed a permit fee.

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

- i. The applicant must pay a non-refundable amended permit application fee of **\$209.00 plus \$2.40 per square foot** when the amended permit application is submitted to the City.

8. Article XI. Taxicabs

Division 2. Service License

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

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

Division 3. Driver Permit

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

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

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

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

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.

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

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

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

9. Article XII. Pedicabs

Division 2. License and Permit

Subdivision II. License

a. Sec. 8-742. License fee.

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

Subdivision III. Permit

b. Sec. 8-774(c). Pedicab Permits.

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

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

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

Division 3. Driver Permit

d. Sec. 8-806. Fee.

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

10. Article XIII. Shared Micromobility

a. Sec. 8-824. Fees and Costs.

- i. Permit Application Annual Fee. **\$839.00**.
- ii. Permit Renewal Fee. **\$420.00**.
- iii. Removal, Impoundment, and/or Relocation Fee. A shared mobility operator shall be assessed a **\$140.00** for each bike removed, impounded, or relocated.

- iv. Abandonment Fee. Escrow balance to remain with the City for continued operations \$5,000.00

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

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

i. Price. The price of all spaces in the City cemeteries shall be established As:

<i>CEMETERY FEES</i>		<i>FY 2023</i>
1. College Station Cemetery:		
	Standard Space	\$1,750
	Cremate Space	\$440
	Infant Space	\$220
2. Memorial Cemetery of College Station:		
	Municipal Section: Standard Space	\$1,750
(Single / Double)	Columbaria Niche	\$825 / \$1445
	Infant Space	\$220
	Aggie Field of Honor: Standard Space	\$3,250
(Single / Double)	Columbaria Niche	\$1,650 / \$3000
3.	Grave Opening and Closing Fee	\$150
4.	Mark the Grave and Set the Monument	\$100
5.	Memorial Bench Set Fee	\$100
6.	Cemetery Deed Filing Fee	Up to \$34

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

1. Article III. Ambulances

Division 2. Permit

a. Sec. 12-79(a). Permit fees, conditions and renewal.

- i. The fee for the permit required in Section 12-77 shall be **\$500.00 per company and \$150.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying the permit fee and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78, and other documentation required by the EMS Chief.

2. Article IV. Alarm Systems

a. Sec. 12-113(b). False alarms.

- i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.
- ii. Police Department Number of False Alarms Fine
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$50.00** for each false alarm
 3. 6—7 false alarms **\$75.00** for false alarm
 4. 8 or more false alarms **\$100.00** for each false alarm
- iii. Fire Department Number of False Alarms
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$85.00** for each false alarm
 3. 6—7 false alarms **\$110.50** for false alarm
 4. 8 or more false alarms **\$145.00** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES

1. Article II. Oil and Gas

Division 2. Production Permits

Subdivision I. In General

a. Sec. 14-58. Permit application generally.

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

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

- i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. **\$7,221.00**
- ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:
 1. Renewal application fee as set by Council resolution established in Section 2-117. **\$2,407.00**

Subdivision II. Permit Types and Requirements

c. Sec. 14-99(b). Urban permit.

- i. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:
 1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.
 2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.75** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

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

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

1. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
2. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.75** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

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

- i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. **\$6,018.00**

Division 3. Other Requirements

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

- i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. **\$2,407.00**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

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

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

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

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

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

CHAPTER 28: MUNICIPAL COURT OF RECORD

1. Ch. 28. Municipal Court of Record

a. Sec. 28-1(i). Generally.

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

b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion

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

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

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **\$4.90** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

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

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

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

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

f. Sec. 28-5(c). Municipal Jury fee.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court Jury fee of **\$.10** in addition to any other fines,

penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

g. Sec. 28-5(d). Local Consolidation fee.

Courts are permitted to assess a single dollar amount that is then apportioned to various funds by percentages outlined in the Chapter 134 of the Local Government Code. The Local Consolidation Fee is as follows:

Local Consolidated Fee (\$14)		
Fund	Percent	Dollar
Municipal Court Building Security Fund	35	\$4.90
Local Truancy Prevention and Diversion Fund	35.7143	\$5.00
Municipal Court Technology Fund	28.5714	\$4.00
Municipal Jury Fund	.7143	.10¢

CHAPTER 32: PARKS AND RECREATION

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

2. Use Permits

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

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

PARKS & RECREATION DEPARTMENT

FY 2023 GENERAL FUND USER FEES

Effective October 1, 2022

<i>ATHLETIC FIELDS</i>	<i>FY 2023</i>
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of \$15)	\$315 / day
2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of \$5)	\$42 / hour
3. Athletic Field Rental Deposit	Varies
4. Lights for Field Rentals (Per Hour/Per Field)	\$32 / hour
5. Bee Creek Batting Cage Rental, Per Hour	N/A
6. Tournament/Event Rate	<i>Contact Parks and Recreation for Pricing</i>
7. Key Fee (New Annual Fee and Replacement Fee)	\$11 each
<i>~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.</i>	
<i>~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.</i>	
<i>~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.</i>	

FY 2023		
PAVILION RENTAL DAILY RATES	Resident Rate	Non-Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions		
Monday – Thursday	\$210	\$252
Friday – Sunday, and Holidays	\$263	\$315
Deposit	\$210	\$210
2. Central (200) / Bachmann (300) Pavilions		
Monday – Thursday	\$315	\$378
Friday – Sunday, and Holidays	\$368	\$441
Deposit	\$210	\$210
3. John Crompton Park Pavilion (100)		
Monday – Thursday	\$210	\$252
Friday – Sunday, and Holidays	\$263	\$315
Deposit	\$210	\$210
4. American Pavilion in Veterans Park (500)		
Monday – Thursday	\$368	\$440
Friday – Sunday, and Holidays	\$420	\$500
Deposit	\$210	\$210
5. Dog Park Rentals – (Steeplechase Park and University Park)	\$158	\$190
6. Transfer / Cancellation Fee Per Change	\$21	
<i>~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.</i>		
<i>~ Deposits are refundable, less the \$20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.</i>		
<i>~ () – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.</i>		

PERMITS & COMMISSIONS	FY 2023
1. Vendor Permit	\$55
2. Alcohol Permit	\$60
<i>~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)</i>	
3. Boot Camp Permit (per time slot selected weekly)	\$11 per month
4. Commissions: (Gross Sales minus Sales Tax)	
Food & Drinks	10%
Other Goods	10%
Alcoholic Beverages	20%

FY 2023		
WOLF PEN CREEK	<i>Resident Rate</i>	<i>Non Resident Rate</i>
1. Amphitheater Rentals Per Day:		
Non-Commercial ~ Benefit Rental	\$1,100	\$1,300
Professional/Commercial Rentals	\$1,600	\$1,900
2. Green Room Events ~ per hour, 2 hour minimum		
Non-Commercial	\$105	\$125
Commercial	\$126	\$152
3. The Plaza at Wolf Pen Creek		
Rental (Includes Pavilion and Restrooms)	\$210	\$252
4. Festival Site Rental		
Non-Commercial ~ Benefit Rental	\$790	\$945
Private Commercial Rental	\$1,100	\$1,300
5. Amphitheater & Festival Site Rental		
Non-Commercial ~ Benefit Rental	\$1,315	\$1,600
Private Commercial Rental	\$1,850	\$2,205
6. Deposit		
For Green Room, Plaza, or Festival Site	\$210	
For Amphitheater	\$630	
7. Transfer / Cancellation Fee Per Change	Per Rental Agreement	
<i>~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.</i>		
<i>~ A percentage of the gate will be negotiated for commercial events.</i>		
<i>~ Non-Commercial is defined as: Non-profit, student, civic or private.</i>		
<i>~ Security deposits are based upon participants/attendees.</i>		

PARKS & RECREATION DEPARTMENT
FY 2023 REC FUND FEES

Effective October 1, 2022

FY 2023		
ADULT SPORTS PER TEAM	Resident Rate	Non-Resident Rate
1. Volleyball (No Field Redevelopment Fee Included)	\$260	
2. Softball (Inc. \$50/Team Field Redevelopment Fee)	\$430	
3. Adult Team Sports (No Team Field Redevelopment Fee)	\$430	
4. Adult Sports per person fee (\$10 Team Field Redevelopment Fee if applicable)	\$80	
5. Ultimate Frisbee (per person)	N/A	
6. Tennis Lessons Per Person (<i>Moved from Instruction</i>)	\$95	\$110
7. Outside League Field Redevelopment Fee Per Team	\$100	\$120
8. Outside League Per Game Contract Fee	\$16	\$20
9. Transfer/Cancellation/Late Registration Fee	\$21	
<i>Adult sports are registered as a team unless otherwise noted.</i>		

FY 2023		
INSTRUCTION FEES PER PERSON	Resident Rate	Non-Resident Rate
1. <i>All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.</i>		
2. Instruction Class Transfer / Cancellation Fee	\$21	

FY 2023		
YOUTH SPORTS PER CHILD	Resident Rate	Non-Resident Rate
1. Youth sports without Field Redevelopment fee	\$84	\$100
2. Youth sports with Field Redevelopment fee (\$10 per child)	\$84	\$100
3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season)	\$17/21/27	\$20/26/32
4. Challenger Sports (Basketball, Bowling, Soccer)	\$16	\$19
5. USTA Tennis League	\$105	\$126
6. Tennis Lessons	\$95	\$115
7. Start Smart Sport, Camps & Clinics	\$37	
8. Youth Sports Transfer/Cancellation Fee (Per Child)	\$21	

FY 2023		
AQUATICS PROGRAMS	Resident Rate	Non-Resident Rate
1. Swim Lessons		
45-Minute Lesson	\$53	\$63
25-Minute Lesson*	\$48	\$57
2. Stroke Clinic	NA	NA
3. Water Fitness (Unlimited Pass)	\$105	
4. Swim Team (No Field Redevelopment Fee)	\$142 (-\$10 each sibling)	
5. Transfer / Cancellation Fee	\$21	
<i>* Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.</i>		
6. General Admission Per Person (Ages 3 and Up)		
Hallaran	\$4	
Adamson	\$7	
7. Discount Pass – 25 Swims		
Hallaran	\$63	

*College Station Pools	\$126	
8. Family Season Pass (Up to Five Family Members)		
Fee for Additional Members in Excess of Five	\$32 Per Person	
Hallaran	\$263	
*College Station Pools	\$365	
9. Individual Season Pass		
Hallaran	\$158	
*College Station Pools	\$210	
10. Pool Rentals		
Hallaran: Up to 100 people	\$263	\$315
Adamson: Up to 100 people	\$394	\$468
101 – 300 people	\$630	\$756
301 – 600 people	\$840	\$1010
Deposit (all Pools)	\$210	\$210
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)	\$21	
12. Junior Lifeguard Program Per Person, Per Session	\$80	
13. Lifeguard Training Fee, Per Person	\$158	
14. WSI Class Fee, Per Person	\$158 (or \$210 with Lifeguard)	
15. Summer Day Camp (CSISD)	Up to 50% res. rate	
16. CPR/First Aid Certification Fee, Per Person	\$80	
17. Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee	
<i>*College Station Pools passes are valid at all City of College Station pools</i>		

LINCOLN CENTER		FY 2023	
		Resident Rate	Non-Resident Rate
Programming			
1. After School Program:			
Youth (17 & Under) (Qualifying Families – low income)		\$80/sem. \$48/sem.	\$95/sem. \$57/sem.
Transportation Fee (CSISD to LRC)		\$48/sem.	
2. Summer Program (Per Session)		\$63	\$76
3. Late Pick-up Fee:			
1st Fifteen Minutes		\$6	
Each Additional Minute Thereafter		\$2	
4. Membership Pass Adult (18 & over)		\$16/mo.	\$19/mo.
5. Non-Member Guest Pass Per Day (Youth or Adult)		\$4	\$6
Facility Rentals			
1. Gym Rentals			
Gold Gym – Deposit		\$368	\$420
Purple Gym – Deposit		\$368	\$420
Gold Gym - Half Court Rental per Hour (4-Hour Maximum)		\$53/hr.	\$63/hr.
Gold Gym - Full Court Rental per Hour (4-Hour Maximum)		\$80/hr.	\$95/hr.
Gold Gym - All Day Usage (More than 4 Hours)		\$473	\$568
Purple Gym - Half Court Rental per Hour (4-Hour Maximum)		\$63/hr.	\$76/hr.
Purple Gym - Full Court Rental per Hour (4-Hour Maximum)		\$90/hr.	\$108/hr.
Purple Gym - All Day Usage (More than 4 Hours)		\$483	\$580
Concession Usage (Gold Gym)		\$32	\$38
2. Game Room / Multi-purpose Room Rental			
Deposit		\$210	
Per Hour (4-Hour minimum)		\$53/hr.	\$63/hr.
3. Community Room Rental			
Deposit		\$263	

Per Hour (2-Hour minimum)	\$80/hr.	\$95/hr.
Kitchen usage fee	\$37	\$42
4. Activity Room Rental (Violet, Orchid, Iris)		
Deposit	\$210	
Per Hour (2-Hour minimum)	\$63/hr.	\$76/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Deposit	\$210	\$210
Monday – Thursday	\$158	\$190
Friday – Sunday & Holidays	\$210	\$252
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	\$32	

FY 2023		
SOUTHWOOD CENTER	Resident Rate	Non-Resident Rate
Programming		
1. Senior Annual Membership Pass	\$27	\$32
2. Non-Member Guest Pass Per Day	\$3	\$4
Facility Rentals		
1. Meeting Room Rental, Per Hour, 2 hour minimum	\$63	\$76
Deposit*	\$210	\$210
2. Dance/Game Room Rental, Per Hour, 2 hour minimum	\$80	\$95
Deposit*	\$210	\$210
3. Whole Facility Rental Per Hour, 2 hour minimum (Excludes Computer Lab)	\$147	\$180
Deposit*	\$210	\$210
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>		

FY 2023

MEYER COMMUNITY CENTER		Resident Rate	Non-Resident Rate
Programming			
1. Senior Annual Membership Pass		\$27	\$32
2. Non-Member Guest Pass Per Day		\$3	\$5
Facility Rentals			
1. Deposit - all rooms*		\$210	
2. Meeting Room Rental, Per Hour, 2 hour minimum		\$63	\$76
3. Conference Room Rental, Per Hour, 2 hour minimum		\$48	\$57
4. Activity Room Rental, Per Hour, 2 hour minimum		\$80	\$95
5. Arts & Crafts Room Rental, Per Hour, 2 hour minimum		\$48	\$57
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>			

			FY 2023	
LICK CREEK NATURE CENTER		Resident Rate	Non Resident Rate	
Facility Rentals				
1. Deposit - all rooms*		\$210		
2. Meeting Room Rental, Per Hour, 2 hour minimum		\$105	\$126	
3. Outdoor Classroom, Per Hour, 2 hour minimum		\$37	\$45	
4. Amphitheater, Per Hour, 2 hour minimum		\$37	\$45	

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

1. Article I. In General

a. Sec. 34-2(c). Encroachments upon easements.

- i. Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **\$965.00**

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

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

2. Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair

a. Sec. 34-36(b). Driveways.

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

3. Article III. Right-of-Way Use

Division 2. Permit

a. Sec. 34-100. Fee.

- i. The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **\$412.00**

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

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

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

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

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

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

a. Sec. 34-248. Fee.

- i.** Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **\$119.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. Article II. Stopping, Standing and Parking

Division 3. Northgate Area and Remote Pay Systems Areas

a. Sec. 38-106. Northgate Promenade Parking Lot and Remote Pay System Parking Lot fee schedule

1. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street or any other City owned parking lot by remote pay system parking. Per hour fee up to **\$10.00** per hour.
2. Special event fee up to **\$50.00** per day.
3. Game day fee up to **\$50.00** per day.

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

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
 1. Per hour fee up to **\$10.00** per hour.
 2. Lost ticket fee up to **\$50.00** per day.
 3. Special event fee up to **\$50.00** per day.
 4. Game day fee up to **\$50.00** per day.
- ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
 1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **\$2,000.00** annually, or up to **\$700.00** per semester or up to **\$200.00** per month.
 2. Daytime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month.
 3. Charge a non-refundable administrative fee up to **\$50.00** upon execution of a license agreement to park in the garage.
 4. Nighttime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month

c. Sec. 38-108. Northgate and Remote Pay System on-street parking fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter or remote pay system area anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North or in any remote pay system area in the City..
 1. Per hour fee up to **\$10.00** per hour.
 2. Special event fee up to **\$50.00** per day.
 3. Game day fee up to **\$50.00** per day.

2. Division 5 City Facility Parking

- a. **Sec. 38-1101. Miscellaneous City Facility Parking.** The City Manager or designee may adjust the parking fee up to or below the amounts established for City facility parking.
1. Per hour fee up to **\$10.00** per hour.
 2. Special event fee up to **\$50.00** per day.
 3. Game day fee up to **\$50.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

- a. Sec. 40-3(c). Creation of municipal utility districts.
 - i. Reimbursement for expenses.
 1. Petition to create district. Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **\$32,780.00**
 2. Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **\$32,780.00**
 3. Infrastructure plan review and inspection fee. The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. - **1.6%** of infrastructure cost (**\$650.00 minimum**)

b. Sec. 40-4. Roadway Maintenance Fee.

LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE

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

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

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

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

	Vehicle Miles Traveled	Monthly Charge
Nonresidential		
Tier I	0 - 23.99	\$20.35
Tier II	24.00 - 43.99	\$45.65
Tier III	43.99 - 90.99	\$88.11
Tier IV	91.00 - 223.99	\$179.85
Tier V	224.00+	\$295.13
Residential		
Single Family	Flat Fee/Dwelling Unit	\$9.13
Multi-Family	Flat Fee/Dwelling Unit	\$7.15

c. Sec. 40-11. Payment of bills.

- i. Payments must be received at the Utility Customer Service Office on or before the due date to avoid late charges. Payments received after the due date will be assessed a penalty equaling ten percent of the current monthly charges with a minimum charge of **\$3.30**.

d. Sec. 40-12. Returned check fee.

- i. A fee of **\$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.

ii. Credit Card Charge Back Fee - **\$27.55**

e. **Sec. 40-13(b). Disconnection and reconnections.**

- i. A **\$25.00** delinquent fee will be charged on each residential account.
- ii. A **\$150.00** delinquent fee will be charged on each commercial account.
- iii. A **\$30.00** charge will be added for afterhours service (between 5:00pm and 9:00pm)

f. **Sec. 40-15. Account creation or Reactivation fee.**

- i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **\$30.00**.

2. **Article II. Water and Sewer Service**

Division 2. Rates, Usage Charges and Fees

a. **Sec. 40-63. Reserved for future use.**

b. **Sec. 40-64. Rates for water service.**

- i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
- ii. Service charge: established in Section 2-117.

<u>Meter Size</u>	<u>Service Charge</u>
1. ¾ inch	\$12.40 per month
2. 1 inch	\$15.60 per month
3. 1.5 inch	\$23.20 per month
4. 2 inch	\$36.65 per month
5. 3 inch	\$115.60 per month
6. 4 inch	\$171.75 per month
7. 6 inch	\$209.10 per month
8. 8 inch	\$209.10 per month

- iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:
 - 1. **\$2.75** per 1,000 gallons for usage from 0—10,000 gallons
 - 2. **\$3.60** per 1,000 gallons for usage from 11,000—15,000 gallons
 - 3. **\$4.40** per 1,000 gallons for usage from 16,000—20,000 gallons
 - 4. **\$5.20** per 1,000 gallons for usage from 21,000—25,000 gallons
 - 5. **\$6.05** per 1,000 gallons for usage of 26,000 gallons and more
- iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:
 - 1. **\$3.05** per 1,000 gallons
- v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:
 - 1. **\$3.25** per 1,000 gallons
- vi. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge

1. Residential Rates-
 - a. **\$4.15**– first 0-10 mgw
 - b. **\$5.40** – next 11-15mgw
 - c. **\$6.60** – next 16-20 mgw
 - d. **\$7.85** – next 21-25 mgw
 - e. **\$9.10** – all over 26+ mgw

2. Commercial Rates
 - a. **\$4.55** – per mgw
 - b. **\$18.65** – monthly service charge ¾ or 5/8”
 - c. **\$23.40** – monthly service charge 1”
 - d. **\$34.80** – monthly service charge 1.5”
 - e. **\$54.95** – monthly service charge 2”
 - f. **\$173.45** – monthly service charge 3”
 - g. **\$257.65** – monthly service charge 4”
 - h. **\$313.65** – monthly service charge 6”

c. Sec. 40-65. Rates for sewerage service.

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
 1. Service charge: **\$21.29** for first 4,000 gallons of water metered.
 2. Usage charge: **\$4.26** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
 3. Maximum billing: **\$46.87** cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$27.09**.
- iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$16.91**.
- iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:
 1. Service charge as **\$18.27** per month.
 2. Usage charge as **\$4.26** per 1,000 gallons of water usage.
- v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
 1. Service charge as **\$18.27** per month.
 2. Usage charge as **\$5.07** per 1,000 gallons of water usage.

- vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
 - 1. Service charge as **\$18.27** per month.
 - 2. Usage charge as **\$5.07** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
 - vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
 - 1. 0—5,000 gallons per month **\$21.29**
 - 2. 5,001—7,000 gallons per month **\$29.81**
 - 3. 7,001—9,000 gallons per month **\$38.34**
 - 4. 9,001—10,000 > gallons per month **\$46.87**
 - viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$51.50**.
 - ix. All customers receiving sewer service outside of the City's corporate limits or under contract shall pay all established rates, with an additional **50% surcharge**, as established in Section 2-117.
 - x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added **50% surcharge**.
- d. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.**
- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.
 - 1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

<u>Meter Size</u>	<u>Charge</u>
a. ¾ inch	\$643.42
b. 1 inch	\$783.34
c. 1 ½ inch	\$2,121.06
d. 2 inch	\$3,138.66
 - 2. For three-inch and larger water meters, a **\$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in

accordance with City specifications, and is to be inspected by the City before meter is placed into service.

- ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

	<u>Sewer Connection Size</u>	<u>Charge</u>
a.	4 inch / RESIDENTIAL	\$350.00
b.	6 inch / NONRESIDENTIAL	\$100.00

e. **Sec. 40-67. Fire flow testing.**

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.
 - 1. Fire Flow Test Fee: **\$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

f. **Sec. 40-244. Cross-connection control program fees.**

- i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **\$25.00** per each separate device.
- ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **\$50.00**.
- iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **\$25.00** each. Other forms may be used with prior approval from the City.
- iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **\$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.
- v. Fire Hydrant Meter Connection Fee - **\$400.00**

3. Article III. Electric System

Division 2. Rate Schedules

a. **Sec. 40-315. Electric Rate Schedule R (residential customers).**

- Rate:
 - 1. Service charge: **\$7.00** per month; plus
 - 2. Energy charge: **\$0.1187** per kWh for all kWh, except **\$0.1136** per kWh for all kWh in the billing months of November through April; plus
 - 3. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10% participation: **\$0.1192** per kWh for all kWh, except **\$0.1142** per kWh for all kWh in the billing months of November through April.
 - 2. 50% participation: **\$0.1214** per kWh for all kWh, except **\$0.1164** per kWh for all kWh in the billing months of November through April.

3. 100% participation: **\$0.1242** per kWh for all kWh, except **\$0.1191** per kWh for all kWh in the billing months of November through April.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
 1. Service charge: **\$100** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh, except, **\$0.1136** per kWh for all kWh in the billing months of November through April; plus
 3. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192** per kWh for all kWh, except **\$0.1142** per kWh for all kWh in the billing months of November through April.
 2. 50% participation: **\$0.1214** per kWh for all kWh, except **\$0.1164** per kWh for all kWh in the billing months of November through April.
 3. 100% participation: **\$0.1242** per kWh for all kWh, except **\$0.1191** per kWh for all kWh in the billing months of November through April.

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
 1. Service charge: **\$9.00** per month; plus
 2. Energy charge: First 1,000 kWh **\$0.1379** per kWh, **\$0.1032** per kWh for all kWh over 1000; plus
 3. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: First 1,000 kWh **\$0.1385**, **\$0.1037** all additional kWh.
 2. 50% participation: First 1,000 kWh **\$0.1407**, **\$0.1059** all additional kWh.
 3. 100% participation: First 1,000 kWh **\$0.1434**, **\$0.1087** all additional kWh.

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

- i. Rate:
 1. Service charge: **\$25.00** per month; plus
 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0703** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$199.10** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

- iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10% participation: **\$0.0708/kWh.**
 - 2. 50% participation: **\$0.0730/kWh.**
 - 3. 100% participation: **\$0.0758/kWh.**

- e. **Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).**
 - i. Rate:
 - 1. Service charge: **\$75.00** per month; plus
 - 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 - 3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
 - 4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
 - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 - 1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
 - 1. On-peak demand charge: **\$7.32**; plus
 - 2. Off-peak demand charge: **\$4.13.**
 - iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10%: **\$0.0680/kWh**
 - 2. 50%: **\$0.0702/kWh**
 - 3. 100%: **\$0.0729/kWh**

- f. **Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).**
 - i. Rate:
 - 1. Service charge: **\$250.00** per month; plus
 - 2. Demand charge: **\$10.84** per kW of monthly billing demand; plus
 - 3. Energy charge: **\$0.0651** per kWh for all kWh; plus
 - 4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
 - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:
 - 1. **\$16,538.34** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.

3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.
 1. On-Peak Demand Charge: **\$7.32**, plus
 2. Off-Peak Demand Charge: **\$4.13**
 - iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0657/kWh**
 2. 50% participation: **\$0.0679/kWh**
 3. 100% participation: **\$0.0706/kWh**
- g. Sec. 40-321. Electric Rate Schedule SL (security lights).**
- i. The rates per month per light are established in Section 2-117.
 1. 100 Watt (or equivalent) **\$17.22**
 2. 200 Watt (or equivalent) **\$26.65**
 3. 400 Watt (or equivalent) **\$33.40**
- h. Sec. 40-323. Electric Rate Schedule PQF.**
- i. **Rate. The City will pay the QF producer for all power purchased at the following rates:**
 1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
 2. Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.
- i. Sec. 40-325. Electric Rate Schedule SRE.**
- i. Rate. In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:
 1. Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based

upon the past years average wholesale cost and will be updated once a year (in October) to update this value.

2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

4. Article IV. Solid Waste Collection and Disposal

Division 2. Waste Collection Generally

The solid waste collection and disposal fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-389. Residential collection generally.

- i. Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **\$12.98**

b. Sec. 40-391. Commercial collection.

- i. If a container is unserviceable, such as being blocked, not accessible, containing prohibited items, not in an approved collection location, screening or enclosure damage, or unsanitary conditions are present, the City will return to empty the container only after the container is serviceable, for a fee as established in Section 2-117. - **\$22.99**

c. Sec. 40-392. Northgate District Collection and Containers.

- i. If the container is placed out or left out in violation of this section the customer, owner, or occupant in, addition to any other penalties, will be assessed a fee per container as established in Section 2-117. If the container presents a public safety issue the City may move or remove the container at the sole expense of the customer, owner, or occupant. - **\$22.99**

d.

e. Sec. 40-396. Unprepared solid waste.

- i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **\$76.34**

f. Sec. 40-400. Small animals.

- i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **\$23.21**
- ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and

disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **\$23.21**

Division 4. Rates and Charges

g. Sec. 40-495. Generally.

- i.** Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

\$18.48	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
\$12.98	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
\$18.48	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
\$8.58	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
\$17.27	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

h. Sec. 40-496. Commercial collection rates.

- i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	Frequency of Collection	Monthly Rate
Ninety gallon automated	1	\$ 20.79
	2	\$ 42.79
	3	\$ 63.58
	4	\$ 83.27
	5	\$ 104.06
	6	\$ 122.54
300/400 gallon automated or two cubic yard non compactor	1	\$ 152.57
	2	\$ 201.08
	3	\$ 244.97
	4	\$ 288.97
	5	\$ 335.17
	6	\$ 388.30
Four cubic yard non compactor	1	\$ 191.84
	2	\$ 254.32
	3	\$ 313.17
	4	\$ 380.27
	5	\$ 446.05
	6	\$ 503.91
Eight cubic yard non compactor	1	\$ 235.73
	2	\$ 327.03
	3	\$ 418.33
	4	\$ 507.32
	5	\$ 599.72
	6	\$ 687.61
Two cubic yard compactor	1	\$ 159.50
	2	\$ 316.58
	3	\$ 476.08
	4	\$ 634.37
	5	\$ 790.46
	6	\$ 949.85
Four cubic yard compactor	1	\$ 212.63
	2	\$ 427.57
	3	\$ 640.20
	4	\$ 854.04
	5	\$ 1,068.87
	6	\$ 1,282.71

Six cubic yard compactor	1	\$ 286.66
	2	\$ 576.73
	3	\$ 864.38
	4	\$ 1,152.14
	5	\$ 1,438.80
	6	\$ 1,726.45

Sec. 40-497. Additional charges.

ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:

1. Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - **\$19.91**- plus **\$4.18** per access after six or more times to access
2. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **\$4.40**
3. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **\$4.73**
4. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **\$4.95**
5. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **\$23.21**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
6. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **\$15.18**
7. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **\$22.99**
8. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **\$30.14**
9. Additional fee for delivery and set-up on any City-owned, roll-off container. - **\$43.89**
10. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **\$30.14**
11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **\$38.17**
12. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **\$46.20**
13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **\$53.46**
14. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **\$61.16**
15. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **\$69.41**

- 16. Unprepared solid waste minimum charge. - **\$76.34**
- 17. All roll-off container service per load plus current per-ton landfill charge.
- **\$203.39**

5. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-524. Rates.

- i. All charges shall be made in accordance with the classification of properties by the following categories:
 - 1. Residential service shall be charged on the basis of a set fee per residential unit.
 - a. Each single-family detached residential unit and each duplex residential unit: **\$6.71** per month.
 - b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **\$3.08** per month.
 - 2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. **\$3.19/1,000** sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

1. Article V. Single-Family and Duplex Unit Rental Registration

a. Sec. 103-242(d). Registration required.

- i. A fee established of **\$60.00** shall be assessed per building at the time of any required registration.

2. Article VI – Short Term Rental Registration

a. Section 103-248 (c). Fees.

- i. **Application and Application Renewal Fees.** An annual application fee of **\$100.00** shall be assessed per unit at the time of any required registration. An annual application renewal fee of **\$75.00** shall be assessed per unit following the initial registration.
- ii. **Life Safety Inspection Fee.** An inspection fee of **\$117.00** shall be assessed per dwelling unit for the required life safety inspection
- iii. **Life Safety Reinspection Fee.** If a dwelling unit does not pass the initial life safety inspection, the applicant shall pay a non-refundable re-inspection fee per dwelling unit of **\$117.00**.

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: MARY ELLEN LEONARD, CPA, DIRECTOR OF FISCAL SERVICES
SUBJECT: FY23 FEE RESOLUTION CHANGES
DATE: AUGUST 18, 2022
CC: BRYAN C. WOODS, CITY MANAGER
JEFF KERSTEN, ASSISTANT CITY MANAGER

This memo updates the FY23 Fee Resolution changes memo dated August 11, 2022 on the August 25, 2022 Regular Agenda as directed by Council in the Budget Workshops on July 18 and 19th.

- **Planning and Development Services Department**
 - The consolidation of Planning and permit fees into one section was revised back to its former format by legal to match ordinance codification. No rates were changed, however, the removal of the consolidation of the planning related fees in the ordinance has re-ordered / renumbered the document provided at Workshops.

- **Parks & Recreation**
 - Correction for a typographical error the packet related to Purple Gym deposits has been made.
 - Updates to the Parking Ordinance to allow the City Manager discretion related to parking at City Facilities and the related updates to references to parking rates in the ordinance have been made. The updated ordinance can be found on consent August 25, 2022.

- **Public Works Department**
 - Chapter 40, Utilities
 - i. Article IV Solid Waste Collection and Disposal – wording updates to Sec. 40-391 and 40-392 related to commercial collection in the City and in Northgate have been made for transparency by Solid Waste.

- **Fire Department**
 - Three permit fees were added for hot work, mobile food vendors and emergency access gates.

August 25, 2022
Item No. 8.5.
Dowling Townhomes Rezoning

Sponsor: Anthony Armstrong

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GC General Commercial to PDD Planned Development District on approximately 12 acres of land located 103 N. Dowling Rd.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their August 4, 2022 Regular Meeting and voted unanimously for approval.

After the Planning and Zoning Commission meeting, the applicant submitted a slightly modified Concept Plan (attached as Concept Plan - Modified), which corrected a boundary and made some small changes to the layout. These changes would be considered a minor modification and could be approved at the Staff level, if approved, but since the change took place prior to the City Council action, staff has included the modified Concept Plan for City Council consideration. The modified Concept Plan is included as part of the ordinance.

Staff recommends approval.

Summary: The applicant has requested a rezoning for approximately 12 acres of land from GC General Commercial to PDD Planned Development District with a base zoning of T Townhouse. The change in the zoning district boundaries from GC General Commercial to PDD Planned Development District, would allow commercial opportunities on a vacant tract of land located at the intersection of Dowling and Holleman Drive while also providing additional single-family housing types for the remaining unplatted portion of the overall development.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:
The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Neighborhood Center which consist of residential, commercial, and office spaces. Commercial zoning will remain at the intersection of the Holleman Drive South frontage and a portion along North Dowling Road. The single-family use will support the commercial area as a second-tier component to the Neighborhood Center area. As defined in the Comprehensive Plan:

The Neighborhood Center designation is most appropriate for a mix of uses arranged in a compact and walkable pattern at a smaller scale than Urban Centers. These areas consist of residential, commercial, and office uses arranged horizontally in an integrated manner and may be mixed

vertically within structures. Neighborhood Centers should also incorporate consolidated parking facilities, access to transportation alternatives, open space and recreational facilities, and public uses.

It has been determined that this proposal is consistent with the Comprehensive Plan since the townhouse development will provide a supporting use for commercial areas.

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

The proposed zoning allows for dense single-family residential uses such as townhomes, which will be appropriate in the context of developments in the surrounding area. The property to the east consists of a mixture of commercial retail and industrial uses while the property to the south is multi-family known as Aspen Heights and is developed with single-attached and two-unit buildings that range between two and five bedrooms. The property to the north, across North Dowling Road, is zoned GS General Suburban and is developed as an RV Park. The property to the west, across Holleman Drive South, is zoned R Rural and is developed for municipal utility purposes. The PDD will be adjacent to undeveloped property at the intersection of North Dowling Road and Holleman Drive South, which is zoned for GC General Commercial uses.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The subject property is physically suitable for the proposed zoning. The size of the subject property is suitable for its intended use. The property will have frontage and access from several rights-of-way. The subject property is relatively flat and not in the FEMA floodplain.

4. Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

Sanitary sewer service, water service, and fire flow will be provided by College Station Utilities. The subject property is not encumbered by FEMA Special Flood Hazard Area. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property is located at the southeast corner of the intersection Holleman Drive South, designated as a 4-lane Minor Arterial, and North Dowling Road, a local street. A traffic impact analysis was performed per the rezoning request. As part of the TIA, the rezoning is expected to produce less than 150 trips in any peak hour. The peak hour trips are estimated to be 85.9 with this rezoning request.

5. The marketability of the property:

This area is primarily residential in nature with limited commercial uses. The applicant has stated that the continued development of residential in the area will help to support the successful marketability of commercial on the corner property in the future.

Review of Concept Plan:

The Concept Plan provides an illustration of the general layout of the proposed building areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

Purpose, Intent and Community Benefit:

The proposed Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development which is to promote and encourage innovative development that is sensitive to surrounding land uses and natural environment.

The applicant offers the following as community benefits:

1. The T Townhome zoning district permits a maximum height of 35'. The proposed townhomes will not exceed 25' measured to the eave.
2. Streetscaping is not required along perimeter roadways for single-family residential developments. In order to enhance the pedestrian experience and overall aesthetic, we will plant streetscaping along Holleman Drive South, North Dowling Road and Larimer Way.
3. This development will be served by a sanitation compactor rather than the alternative of 14 dumpsters. Not only will the compactor serve the townhome development, but the commercial tract as well. This will reduce drive time and frequency to collect solid waste for the sanitation trucks and is overall more efficient for the development and city services.
4. While the future commercial tract is not formally a part of the rezoning request, it is considered a part of the development under the Neighborhood Center land use designation. Pairing the commercial tract with the future townhomes creates a mixed-use development that will support and connect to each other and surrounding developments, as envisioned through the Neighborhood Center land uses along the Holleman Drive South corridor.

Base Zoning District and Meritorious Modifications:

At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the T Townhouse zoning district, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modifications:

1. Waiver from Section 8.3.H.1.h Lots:
Requesting that the townhome lots are not required to have frontage on a public street. The lots will have access to a private access easement.

2. Rear and side setback waivers:
Requesting to reduce the rear setback of the lots from 20' to 12.5' and 0' side setbacks at the end of the row. All buildings will have 15' separation between buildings and meet 15' side-street setbacks. All other side setbacks will have at least 5' from building to edge of pavement. These areas will be Common Area.
3. Sidewalk waivers:
We request a waiver to the provision of sidewalks along both sides of the streets. We will provide sidewalks on one side of all private access easements. We will provide sidewalks along Holleman Drive S, N. Dowling Road and both sides of the extension of the Larimer Way public way.
4. Sidewalk width/location waiver:
We request a waiver to the size and location of the single sidewalk along all private access easements. For those areas we would propose a 5' sidewalk placed at the back of curb.
5. Waiver from Section 8.3.V.1.b. Streets required to break block length:
We request a waiver from Section 8.3.V.1.b. asking that we are allowed to use private streets to break block length.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Rezoning Map
4. Concept Plan Exhibit - Modified
5. Concept Plan Exhibit - Original
6. Bulk Variances Request Letter
7. Applicant's Supporting Information
8. Background Information

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 12 ACRES LOCATED AT 103 N DOWLING ROAD FROM GC GENERAL COMMERCIAL TO PDD PLANNED DEVELOPMENT DISTRICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C” and Exhibit D** attached hereto and made a part of this Ordinance for all purposes.

- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 25th day of August, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GC General Commercial to PDD Planned Development District:

Tract 68.3 and a portion of Tract 68.4 of the Crawford Burnett (ICL)

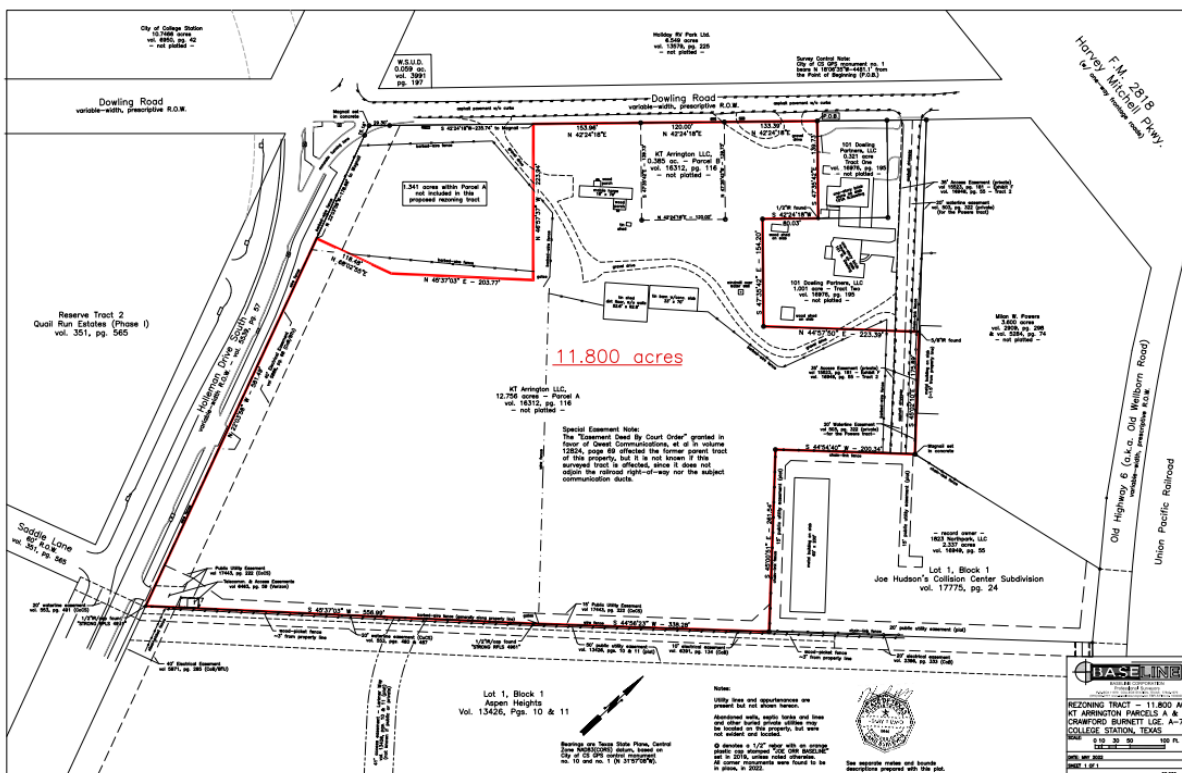
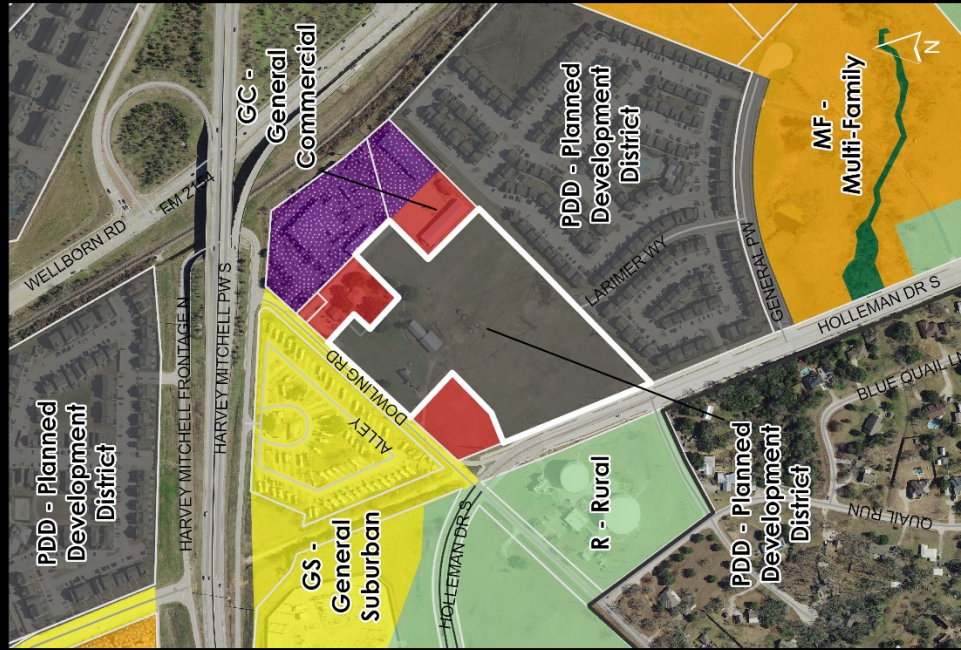


Exhibit B

**PROPOSED
Zoning**



**EXISTING
Zoning**

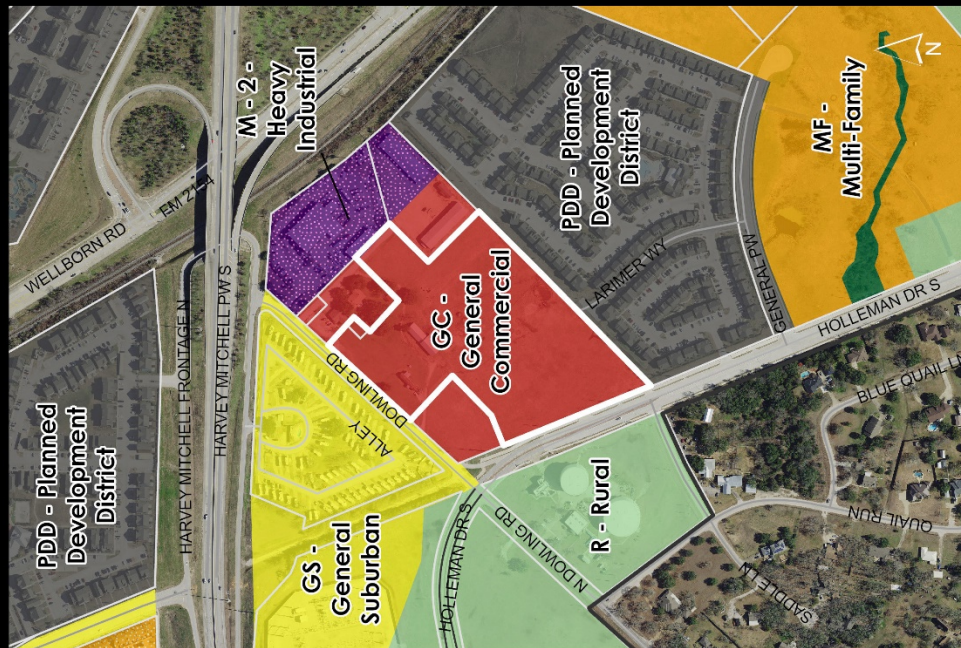


Exhibit C

Purpose, Intent and Community Benefits - The proposed Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development which is to promote and encourage innovative development that is sensitive to surrounding land uses and natural environment.

Base Zoning and Meritorious Modifications - At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the T Townhouse zoning district, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modifications:

The applicant is requesting the following meritorious modifications:

1. Waiver from Section 8.3.H.1.h Lots
The townhome lots are not required to have frontage on a public street. The lots will have access to a private access easement.
2. Rear and side setback waivers
Reduce the rear setback of the lots from 20' to 12.5' and 0' side setbacks at the end of the row. All buildings will have 15' separation between buildings and meet 15' side-street setbacks. All other side setbacks will have at least 5' from building to edge of pavement. These areas will be Common Area.
3. Sidewalk waivers
Waiver to the provision of sidewalks along both sides of the streets. Will provide sidewalks on one side of all private access easements. Will provide sidewalks along Holleman Drive South, North Dowling Road, and both sides of the extension of the Larimer Way public way.
4. Sidewalk width/location waiver
Waiver to the size and location of the single sidewalk along all private access easements. For those areas a 5' sidewalk will be placed at the back of curb.
5. Waiver from Section 8.3.V.1.b. Streets required to break block length
Waiver from Section 8.3.V.1.b. to allow private streets to break block length.

Community Benefits - The applicant offers the following as community benefits:

1. The T Townhome zoning district permits a maximum height of 35'. The proposed townhomes will not exceed 25' measured to the eave.
2. Streetscaping is not required along perimeter roadways for single-family residential

developments. In order to enhance the pedestrian experience and overall aesthetic, streetscaping will be installed along Holleman Drive South, North Dowling Road, and Larimer Way.

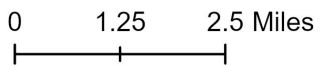
3. This development will be served by a sanitation compactor rather than the alternative of 14 dumpsters. Not only will the compactor serve the townhome development, but the commercial tract as well. This will reduce drive time and frequency to collect solid waste for the sanitation trucks and is overall more efficient for the development and city services.
4. While the future commercial tract is not formally a part of the rezoning request, it is considered a part of the development under the Neighborhood Center land use designation. Pairing the commercial tract with the future townhomes creates a mixed-use development that will support and connect to each other and surrounding developments, as envisioned through the Neighborhood Center land uses along the Holleman Drive South corridor.

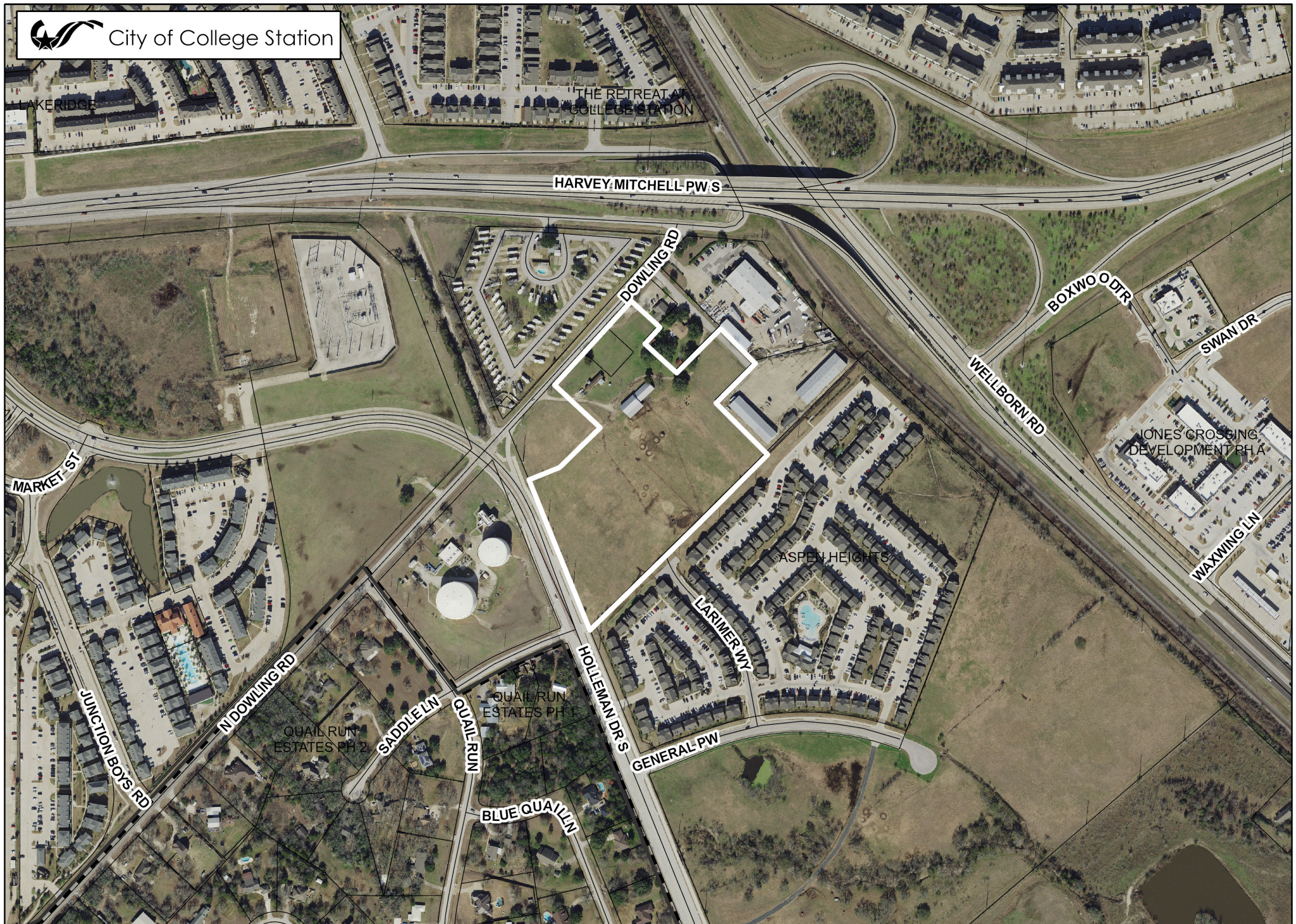
VICINITY MAP

**103 N. DOWLING TOWNHOMES
REZ2022-000012**

Legend

-  City Limits
-  5 mile Extra Territorial Jurisdiction



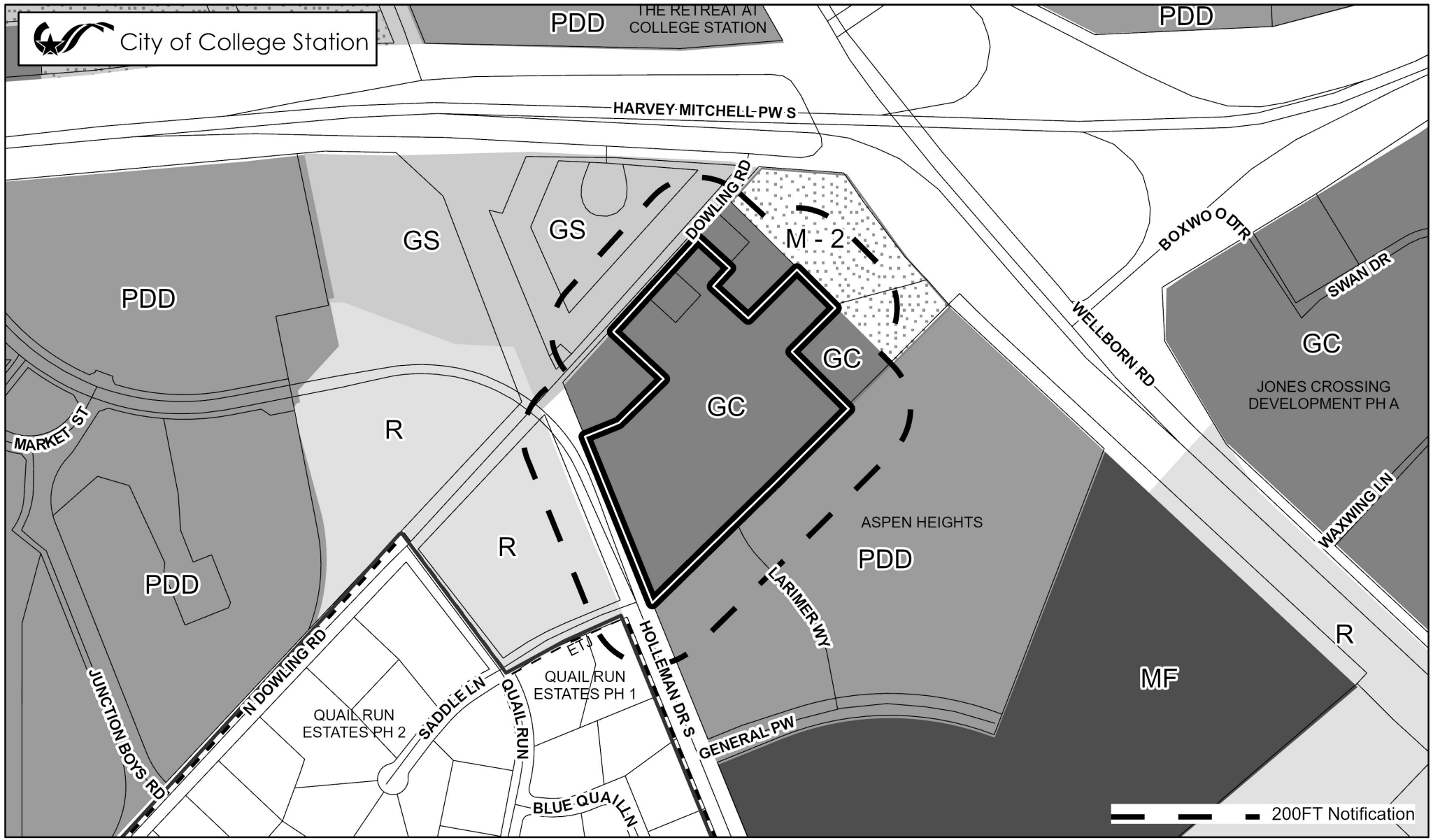


0 437.5 875 Feet

103 N. DOWLING TOWNHOMES

Case: REZ2022-000012

REZONING



ZONING DISTRICTS (In Grayscale)

Residential	MF	Multi-Family
R	MU	Mixed-Use
WE	MHP	Manufactured Home Pk.
E		Estate
WRS		Wellborn Restricted Suburban
RS		Restricted Suburban
GS		General Suburban
D		Duplex
T		Townhome

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenek Tap Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

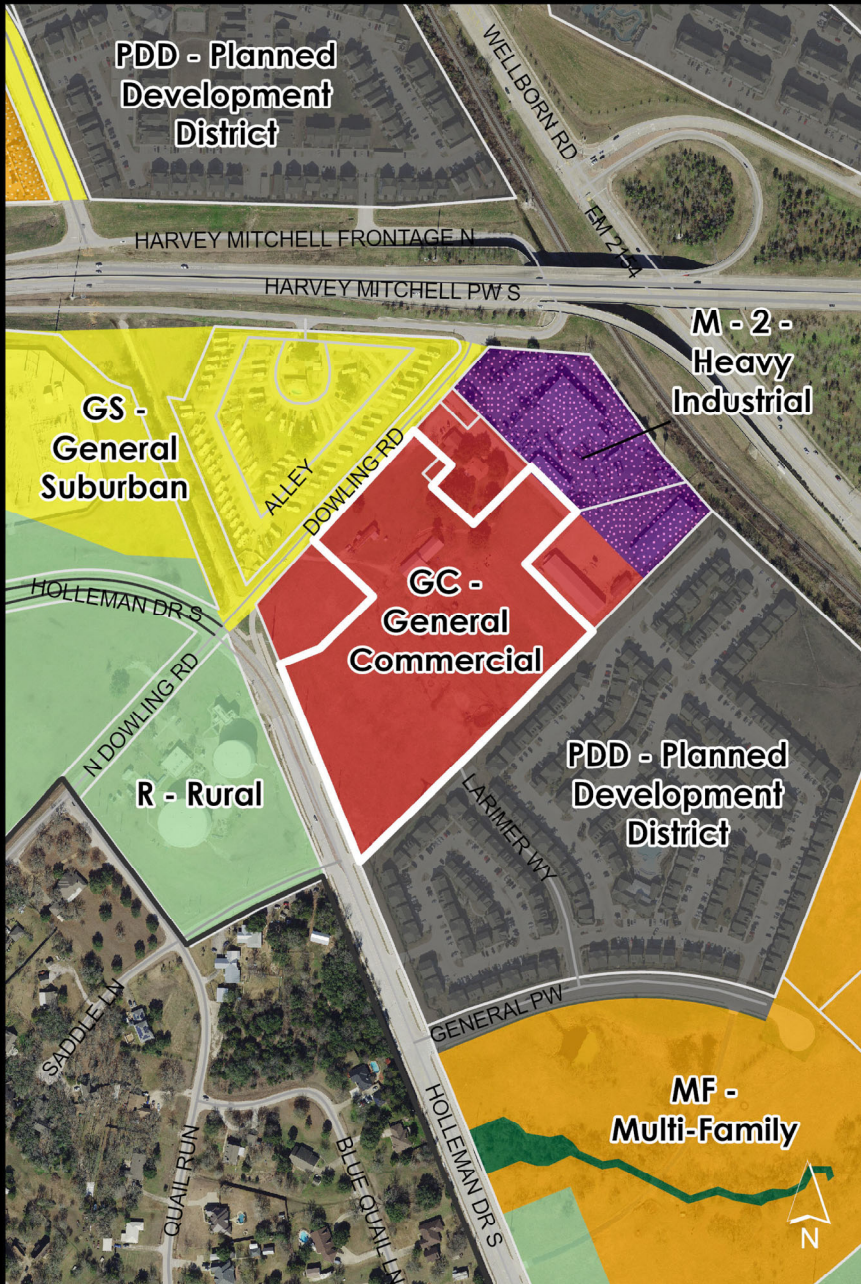


103 N. DOWLING TOWNHOMES

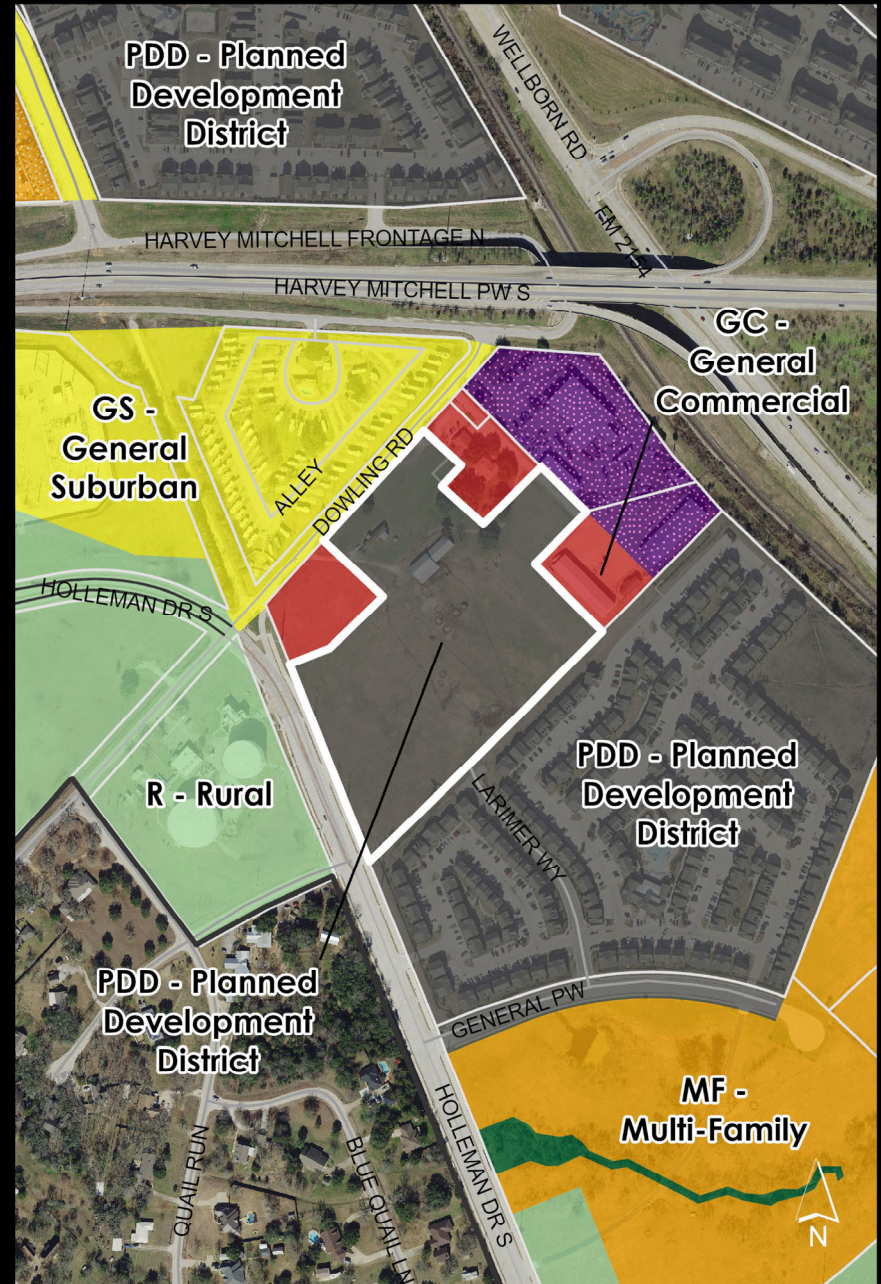
Case: REZ2022-000012 **REZONING**

Page 342 of 355

EXISTING Zoning

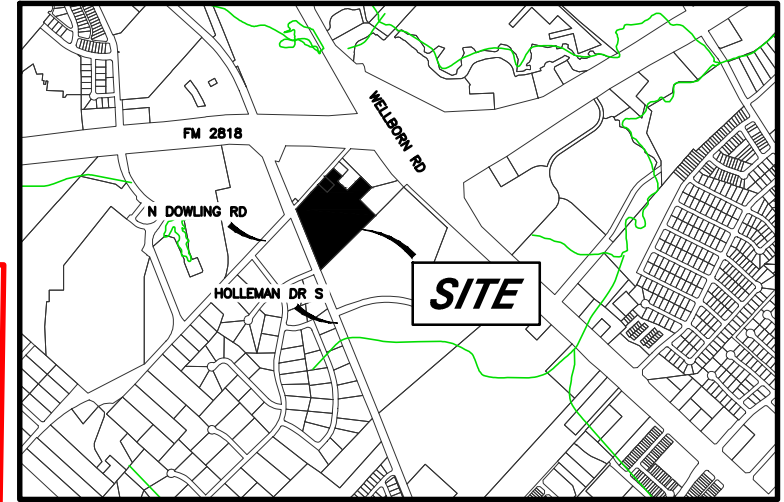
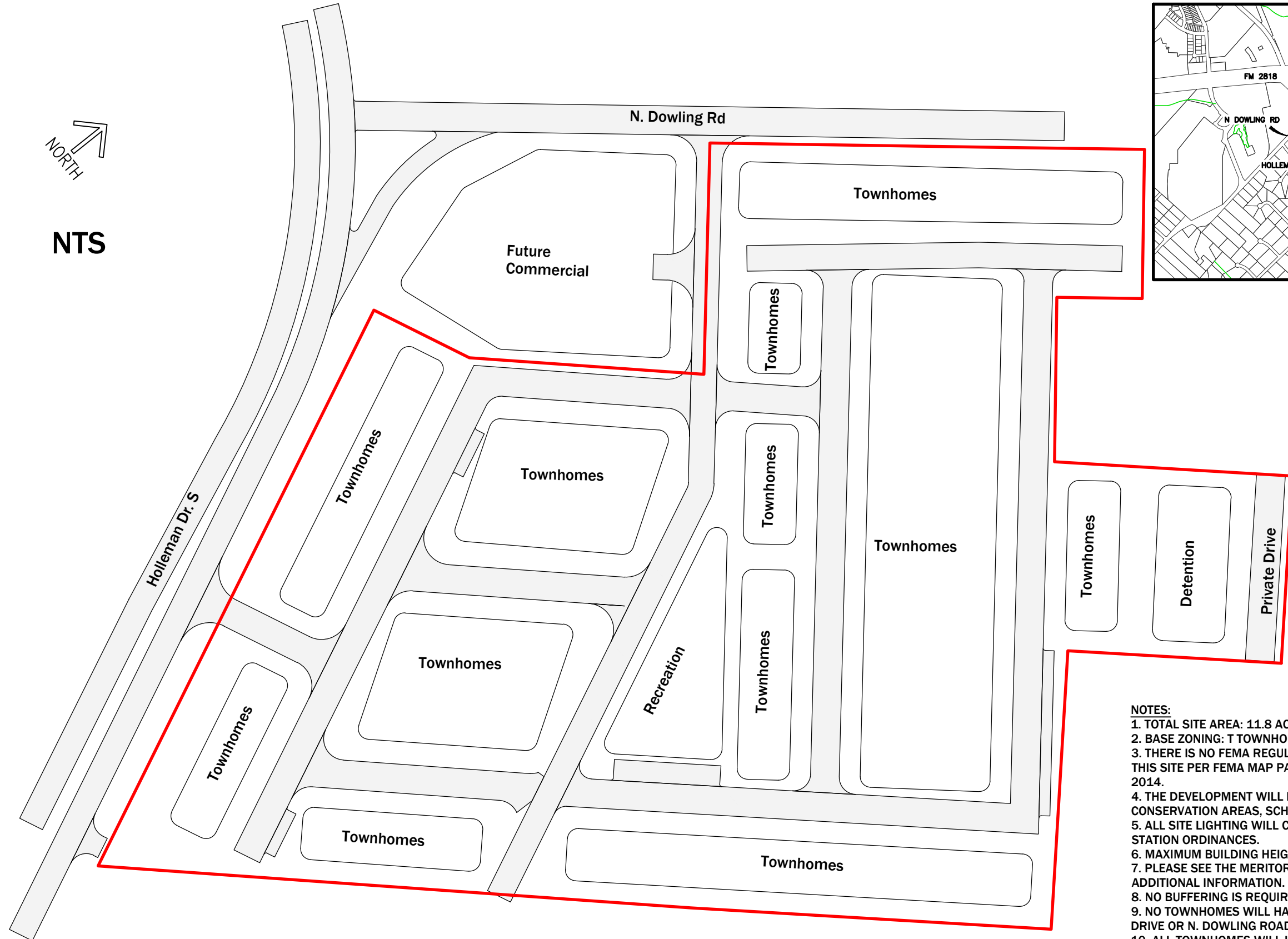


PROPOSED Zoning





NTS



NOTES:

1. TOTAL SITE AREA: 11.8 AC.
2. BASE ZONING: T TOWNHOMES
3. THERE IS NO FEMA REGULATED 100-YEAR FLOODPLAIN ON THIS SITE PER FEMA MAP PANEL #48041C0305F DATED APRIL 2, 2014.
4. THE DEVELOPMENT WILL NOT INCLUDE PARKS, GREENWAYS, CONSERVATION AREAS, SCHOOLS, OR TRAILS.
5. ALL SITE LIGHTING WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
6. MAXIMUM BUILDING HEIGHT: 25'
7. PLEASE SEE THE MERITORIOUS MODIFICATIONS LETTER FOR ADDITIONAL INFORMATION.
8. NO BUFFERING IS REQUIRED.
9. NO TOWNHOMES WILL HAVE DIRECT ACCESS TO HOLLEMAN DRIVE OR N. DOWLING ROAD.
10. ALL TOWNHOMES WILL HAVE A MINIMUM FRONT SETBACK OF 35'.

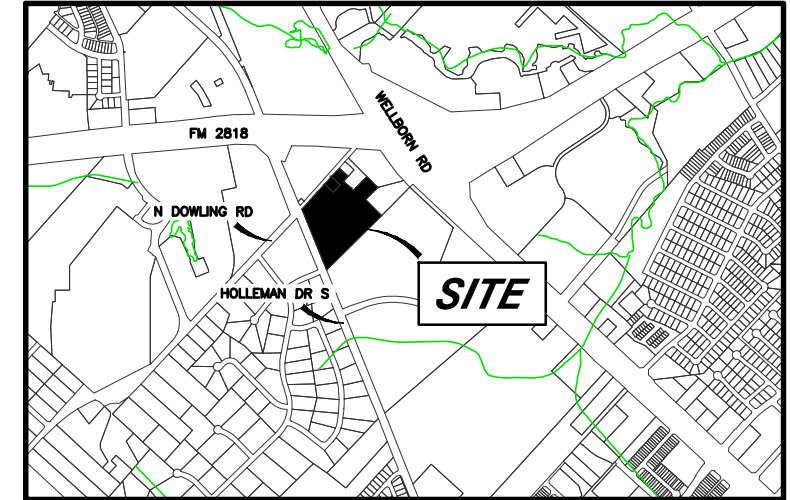
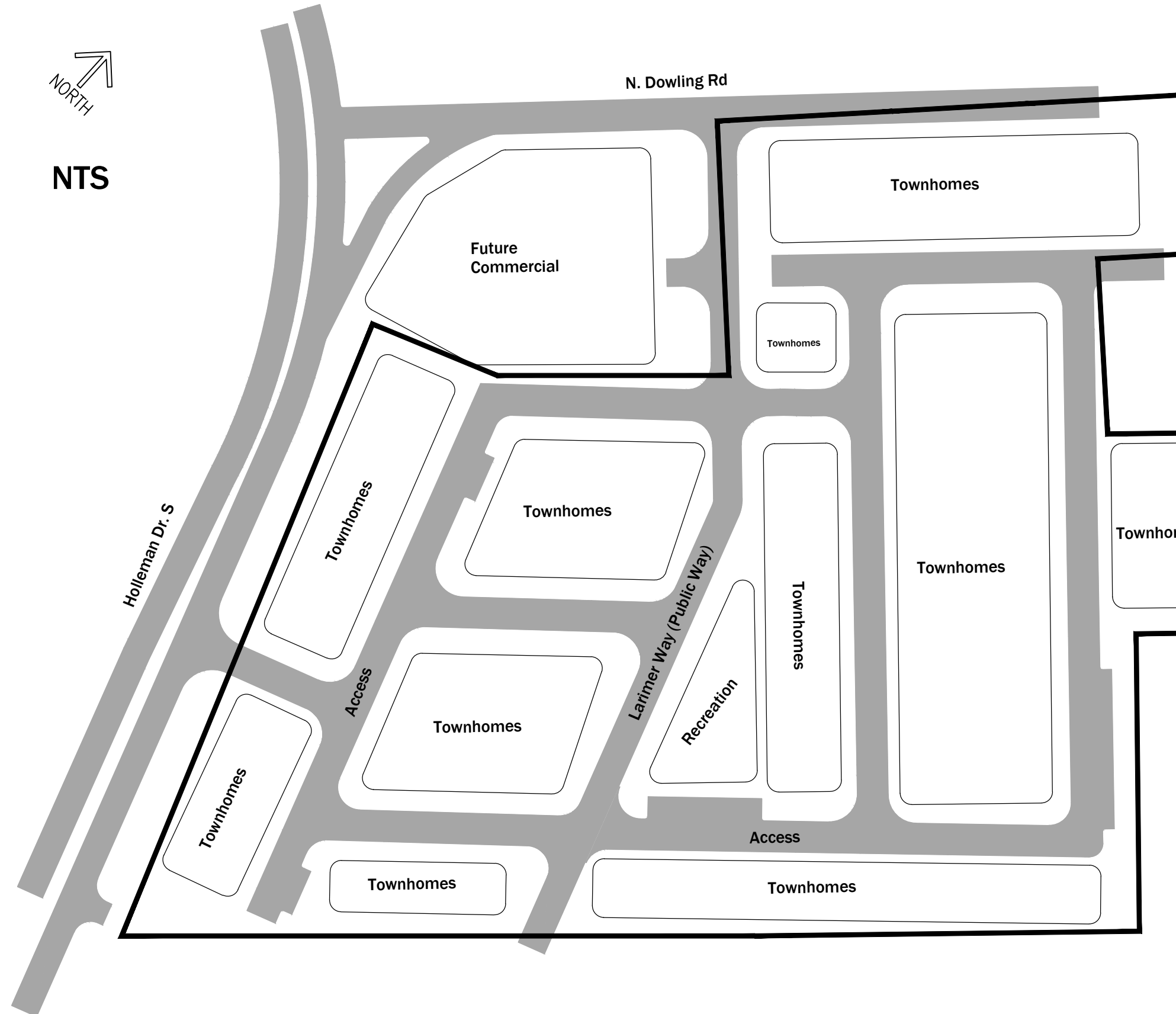
Revisions

CONCEPT PLAN
 103 NORTH DOWLING

CP



NTS



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Revisions

CONCEPT PLAN
103 NORTH DOWLING

CP



Derrick Williams
Staff Planner
City of College Station
P.O. Box 9960
College Station, TX 77842

August 3, 2022

Re: 103 N. Dowling Road Townhomes (PDD Rezoning)

Dear Derrick,

Understanding that we must choose a base zoning district for the residential development upon which we base all variance requests, we have chosen T Townhomes. We request the following bulk variances to the T Townhome development standards:

1. Waiver from Section 8.3.H.1.h Lots

We request that the townhome lots are not required to have frontage on a public street. The lots will have access to a private access easement.

2. Rear and side setback waivers

We request to reduce the rear setback of the lots from 20' to 12.5' and 0' side setbacks at the end of the row. All buildings will have 15' separation between buildings and meet 15' side-street setbacks. All other side setbacks will have at least 5' between the buildings and edge of pavement. These areas will be Common Area.

3. Sidewalk waivers

We request a waiver to the provision of sidewalks along both sides of the streets. We will provide sidewalks on one side of all private access easements. We will provide sidewalks along Holleman Drive S, N. Dowling Road and both sides of the extension of the Larimer Way public way.

4. Sidewalk width/location waiver

We request a waiver to the size and location of the single sidewalk along all private access easements. For those areas we would propose a 5' sidewalk placed at the back of curb.

5. Waiver from Section 8.3.V.1.b. Streets required to break block length

We request a waiver from Section 8.3.V.1.b. asking that we are allowed to use private streets to break block length.

As stated in the UDO, the purpose of the Planned Development district is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. Finally, the PD District allows development to vary from certain development standards so long as there are community benefits which outweigh the requested modifications. We believe that this project offers a desired development opportunity and its community benefits outweigh modifications being requested. These community benefits are as follows:

1. The T Townhome zoning district permits a maximum height of 35'. The proposed townhomes will not exceed 25' measured to the eave.
2. Streetscaping is not required along perimeter roadways for single-family residential developments. In order to enhance the pedestrian experience and overall aesthetic, we will plant streetscaping along Holleman Drive South, North Dowling Road and Larimer Way.
3. This development will be served by a sanitation compactor rather than the alternative of 14 dumpsters. Not only will the compactor serve the townhome development, but the commercial tract as well. This will reduce drive time and frequency to collect solid waste for the sanitation trucks, and is overall more efficient for the development and city services.
4. While the future commercial tract is not formally a part of the rezoning request, it is considered a part of the development under the Neighborhood Center land use designation. Pairing the commercial tract with the future townhomes creates a mixed-use development that will support and connect to each other and surrounding developments, as envisioned through the Neighborhood Center land uses along the Holleman Drive S. corridor.

Thank you very much. If you have any questions, please do not hesitate to call.

Sincerely,

Crissy Hartl

Crissy Hartl, AICP
Staff Planner



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: 103 N. DOWLING TOWNHOMES

Address: 103 N DOWLING RD

Legal Description: A000701, CRAWFORD BURNETT (ICL), TRACT 68.4, 12.756 ACRES

Total Acreage: 11.8

Applicant: MITCHELL & MORGAN

Property Owner: KT ARRINGTON LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

There continues to be a heavy demand for housing of all types in College Station as the population steadily and rapidly increases. With the future extension of Jones-Butler under Harvey Mitchell Parkway, another route to the Texas A&M Campus will open up that makes this property ideal for medium-density housing. The new extension will also provide an alternate route for traffic from this property and surrounding properties that is traveling north, which will improve the traffic pressures at the Holleman Drive South and Harvey Mitchell Parkway intersection. There continues to be a heavy demand for housing of all types in College Station as the population steadily and rapidly increases. With the future extension of Jones-Butler under Harvey Mitchell Parkway, another route to the Texas A&M Campus will open up that makes this property ideal for medium-density housing. The new extension will also provide an alternate route for traffic from this property and surrounding properties that is traveling north, which will improve the traffic pressures at the Holleman Drive South and Harvey Mitchell Parkway intersection.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The Comprehensive Plan indicates this area is planned for Neighborhood Center. Neighborhood Center is ideal for areas that are appropriate for a mix of uses arranged in a compact and walkable pattern, consisting of residential, commercial and office uses arranged horizontally in an integrated manner. This development includes both townhome and commercial uses that will be accessible to both vehicular and pedestrian traffic. This rezoning is in compliance with the planned uses in the Comprehensive Plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Commercial uses are suitable for the property, but there is currently 15 acres of commercially zoned on the larger property, some of which is developed with commercial uses. There is also available commercial property in the vicinity and it is likely that the market cannot support all 15 acres at this location. We will preserve a portion of the existing commercial land to support the growing population and plan to develop the majority of the property to meet the growing housing needs in College Station.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Housing of all types is in high demand and the plans to extend Jones-Butler Road make this property even more valuable as it provides another route to the Texas A&M Campus without entering onto major roadways.

Explain the suitability of the property for uses permitted by the current zoning district.

Housing of all types is in high demand and the plans to extend Jones-Butler Road make this property even more valuable as it provides another route to the Texas A&M Campus without entering onto major roadways.

Explain the marketability of the property for uses permitted by the current zoning district.

Commercial uses will be more marketable in the future as residential uses continue to develop. Right now, there isn't the population to support 13 acres of commercial, as currently available on this tract. Our plans include reserving 1.34 acres for commercial uses to add to the growing stock of commercial property along the Holleman Drive S corridor. While the need for this commercial isn't immediate at the moment, it will be in demand in the coming years.

List any other reasons to support this zone change.

N/A

Maximum Building Height.

25'

Proposed Drainage.

The property currently sheet flows from Dowling Road towards the Aspen Heights property and ultimately discharges into the Old Highway 6 right of way. The proposed drainage design will include using on-site detention and working with the adjoining property owner to obtain a drainage easement for the construction of an outfall pipe to discharge into the existing ditch along the old Highway 6 right of way.

Variations Sought.

Please see the attached bulk variances letter.

Community Benefits.

Please see the attached bulk variances letter.

Sustained Stability.

The concept plan features a mix of uses that will not only support the immediate housing needs, but the future commercial needs as well. Larimer Way is shown to continue from the adjacent Aspen Heights development through the proposed townhomes on this property. The development will be in harmony with the character of the surrounding area the pattern of development that is occurring along Holleman Drive S. The proposed rooftops will contribute to the need for future commercial along the Holleman Drive S corridor and sustain the viability of the commercial uses.

Conformity.

The Comprehensive Plan designates the Holleman Drive S corridor for Neighborhood Center land uses which supports a compact mix of uses in a walkable environment. The proposed townhome development includes a future commercial tract that will be accessible to residents within the proposed development as well as those who access it via the sidewalk facilities along Holleman Drive S or Larimer Way. The development meets the policies, goals and objectives of the Comprehensive Plan for Neighborhood Center land uses.

Compatibility with use.

The townhome development will be compatible with similarly developed existing and proposed medium density development along the Holleman Drive S. corridor. Further, the concept plan proposes extending Larimer Way from the adjacent Aspen Heights development through this property to N. Dowling Road, allowing another option for traveling north/south rather than on Holleman Drive S.

Access to Streets.

The townhomes will have access to an internal street network that will have primary access points to Holleman Drive South and N. Dowling Road.

Public Improvements.

This development will provide all necessary infrastructure to the site. Sidewalks are available on Holleman Drive South and will be constructed with Larimer Way.

Public Health.

The concept plan exhibits a layout that accommodates the driver and pedestrian by providing facilities for both populations. It is designed for a mix of uses to serve the residents of this tract and those in the vicinity. The layout and use of the property will greatly contribute to the public health, safety and general welfare to the citizens that will reside within the townhome development and in the surrounding area.

Safety.

The Concept Plan proposes primary access points to Holleman Drive South and N. Dowling Road. Additionally, the Larimer Way public way, which includes a roadway and sidewalks, will be extended from the adjacent Aspen Heights development to encourage alternative modes of transportation and reduce the amount

of vehicular traffic on Holleman Drive South. These elements contribute to the convenience and safety of vehicles and pedestrians for the residents of this development as well as other drivers and pedestrians utilizing these facilities.

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 4, 2022
 Advertised Council Hearing Date: August 25, 2022

The following neighborhood organizations that are registered with the City of College Station’s Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 11
 Contacts in support: 0
 Contacts in opposition: None at the time of this report
 Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Center	GS General Suburban	Dowling Rd (local street)
South	Neighborhood Center	PDD Planned Development District	Multi-Family
East	Neighborhood Center	GC General Commercial	Neighborhood Center
West	4 Lane Minor Arterial	R Rural	Holleman Dr S

DEVELOPMENT HISTORY

Annexation: The subject property was annexed in 2002.
Zoning: 2002 – AO Agricultural Open Space
 2020 – GC General Commercial
Final Plat: The subject property is unplatted
Site development: The property is undeveloped

August 25, 2022
Item No. 8.6.
Former Macy's Property Purchase Agreement

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an agreement for purchase and sale of real property between the City of College Station and West Valley JMYL, LP for approximately 7.64 acres of land located generally near the intersection of Texas State Highway 6 and Harvey Road.

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: This is a Property Purchase Agreement relating to the City's acquisition of the former Macy's property at Post Oak Mall. The City intends to purchase approximately 7.64 acres and the 103,000 square foot building located on the property in the southeast corner of Post Oak Mall for potential redevelopment.

Budget & Financial Summary: More detailed information will be provided at the meeting.

Attachments:

1. Contract is on file with the City Secretary's Office

Contract is on file with the City Secretary's Office.

August 25, 2022

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None