



College Station, TX

Meeting Agenda
City Council Regular
1101 Texas Ave, College Station, TX 77840
Internet: <https://zoom.us/j/94066691730>
Phone 888 475 4499 and Meeting ID: 940 6669 1730

June 24, 2021

4:00 PM

City Hall Council Chambers

This meeting will offer both in-person and remote participation following both the City's Guidelines for in-person, virtual attendance, and the speaker protocol in the agenda. The city uses a third-party vendor to help host the meeting and if the call-in number is not functioning access will be through the internet link only.

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

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

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

Litigation

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- c. City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas
- d. City of College Station v. Brazos Re Investors Group, LLC. Cause No.612-CC; In the County Court at Law No. 1 of Brazos County, Texas.

Personnel {Gov't Code Section 551.074};

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

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

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

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

Speaker Protocol

An individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session shall register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals must 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. 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 (3) minute mark the City Secretary will announce that the speaker must conclude their remarks.

5. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation of a proclamation recognizing the 50th Anniversary of the College Station Fire Department.

Sponsors: Richard Mann

Attachments: 1. 210624 -- College Station Fire Dept. 50th Anniversary

- 5.2. Presentation of a proclamation honoring Anne Hazen for her service to the community.

Sponsors: Ian Whittenton

Attachments: 1. 210624 -- Anne Hazen

6. Hear Visitors.

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

7. Workshop Items.

- 7.1. Presentation, discussion, and possible action regarding the stormwater mitigation plan for Texas A&M Aggie Park.

Sponsors: Anthony Armstrong

Attachments: None

- 7.2. Presentation, discussion, and possible action on proposed changes to the Comprehensive Plan Future Land Use & Character Map, which is a part of the 10-year update.

Sponsors: Alyssa Halle-Schramm

Attachments: 1. Future Land Use Category Descriptions
2. Map Book
3. Table of Proposed Changes

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 Consent for discussion or a separate vote.

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

- June 10, 2021 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM061021 Draft Minutes

8.2. Presentation, discussion, and possible action regarding the approval of the third and final renewal of a contract with Brazos Paving, Inc. for the installation of a one-inch overlay with specialty mix as needed for an amount not to exceed \$432,000.

Sponsors: Pete Caler

Attachments: 1. 18300554R3 Brazos Paving Inc Renewal Ltr signed

8.3. Presentation, discussion, and possible action regarding a technology services contract to purchase and implement a mobile video surveillance system software and hardware, maintenance and support and licensing with IVS, Inc. dba AngelTrax not to exceed \$349,741.82

Sponsors: Sam Rivera

Attachments: 1. 20300303_AngelTrax Tech Servies 5-28-21

8.4. Presentation, discussion, and possible action regarding a service contract to purchase and install network hardware for the new City Hall from the Personal Computer Store dba Avinext not-to-exceed \$256,788.

Sponsors: Sam Rivera

Attachments: 1. 21300561 - BW

8.5. Presentation, discussion, and possible action regarding approval of a professional services contract with Kimley-Horn and Associates for the Holleman Drive West at Jones Butler Road roundabout project in the amount of \$201,900 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Emily Fisher

Attachments: 1. Project Location Map
2. ST2102 DRR (6-24-2021)
3. 20210421_HollemanandJonesandButlerRoundaboutExhibitAandB

8.6. Presentation, discussion, and possible action regarding approval of Change Order 4 in the amount of \$69,395.18 for the Lick Creek Trunk Line construction contract with Thalle Construction Company, Inc.

Sponsors: Emily Fisher

Attachments: 1. CO 4 Draft - Copy

9. Regular Items.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 1,973 square foot portion of right-of-way, said portion lying and being situated in the J.E. Scott League, Abstract Number 50 in College Station, Texas, and being a portion of the Ayrshire Street right-of-way as shown on the final plat of the College Park Subdivision recorded in Volume 38, Page 602 of the Deed Records of Brazos County, Texas.

Sponsors: Elizabeth Pedersen

Attachments: 1. Ordinance
2. Ordinance Exhibit A
3. Ordinance Exhibit B
4. Vicinity Map
5. Location Map
6. Application

- 9.2. Public Hearing, presentation, discussion, and possible action regarding the proposed FY 2022 (PY 2021) Annual Action Plan and Community Development Budget.

Sponsors: Debbie Eller

Attachments: 1. Attachment 1 - FY 2022 Proposed Community Development Budget
2. Attachment 2 - FY 2022 Plan Development Process Summary
3. Attachment 3 - FY 2020 CDBG Public Service Funding
4. Attachment 4 - 2020-2024 Community Development Goals
5. Attachment 5 - 2021 Income Limits
6. Attachment 6 - Map of LMI Income Areas
7. Attachment 7 - Community Development Project Descriptions

- 9.3. Presentation, discussion, and possible action regarding approval of a construction contract with Cervantez Construction in the amount of \$457,905.40 for the Eastgate Neighborhood Sidewalk and Southwood Sidewalk Improvements Project.

Sponsors: Emily Fisher

Attachments: 1. Project Location_Eastgate_GIS
2. Project Location_Southwood_GIS
3. 21-035_Tabulation_EG & SW

- 9.4. Presentation, discussion, and possible action regarding the approval of a general services contract with Marnoy Interest, LTD dba OP in the amount of \$1,616,029.91 for furniture and other services for the new city hall project.

Sponsors: Emily Fisher

Attachments: 1. 48599 TOTAL PROPOSAL 6.02
2. 21300566 -- BW(CC6.24.21)

- 9.5. Presentation, discussion, and possible action regarding proposed amendments to the College Station City Charter.

Sponsors: Carla Robinson

Attachments: 1. Charter Amendment Proposition Language 06 24 21

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

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

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

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

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

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

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on June 18, 2021 at 5:00 p.m.



Deputy City Secretary

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

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

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

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

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

June 24, 2021

Item No. 5.1.

Proclamation for the 50th Anniversary of the College Station Fire Department

Sponsor: Richard Mann

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing the 50th Anniversary of the College Station Fire Department.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Council should receive this presentation.

Summary: The College Station Fire Department got its start between 1969 and 1971 when the city built its first fire station and hired its first fire chief. Up until that point, Texas A&M students, faculty, and staff provided fire suppression services to the city and campus.

Since 1971, the College Station Fire Department has grown to 161 professional firefighters/paramedics. Over 300 additional firefighters have worked all or part of their careers at CSFD.

This year, 2021, the department is celebrating its 50th anniversary. This proclamation draws attention to the department's origins and the leaders who built CSFD into an internationally recognized public safety department.

At the College Station Fire Department, CSFD has come to stand for Compassion, Service, Focus, and Dedication. The department intends to build its next 50 years on these same values.

Budget & Financial Summary: None.

Attachments:

1. 210624 -- College Station Fire Dept. 50th Anniversary



Proclamation

- WHEREAS,** before 1971 Texas A&M faculty, staff, and students protected the university and local community as volunteer firefighters under the direction of Chiefs C.H. Warren and Virgil Phipps; and
- WHEREAS,** before 1971 the Texas Fireman's Training School provided firefighting apparatus to protect the City of College Station from the threat of fire; and
- WHEREAS,** between 1969 and 1971 the City of College Station built its first fire station and hired its first fire chief; and
- WHEREAS,** in 1971 the City of College Station officially accepted the responsibility for fire protection from Texas A&M University; and
- WHEREAS,** since 1971 the College Station Fire Department has employed professional firefighters and paramedics under the direction of Chiefs E.F. "Woody" Sevison, Douglas Landua, Richard Orange, William Kennedy, David Giordano, R.B. Alley, Eric Hurt, Jonathan McMahan, and Richard Mann; and
- WHEREAS,** since 1971 the men and women of the College Station Fire Department have executed their mission with
Compassion,
Service,
Focus, and
Dedication.

NOW, THEREFORE, I, Karl Mooney, Mayor of the City of College Station, do hereby proclaim the year 2021, as the

50th Anniversary of the College Station Fire Department

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station this 24th Day of June, 2021.

Karl Mooney
Karl Mooney
Mayor

Attest:
Tanya Smith
Tanya Smith
City Secretary

June 24, 2021
Item No. 5.2.
Proclamation Honoring Anne Hazen

Sponsor: Ian Whittenton, Deputy City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation honoring Anne Hazen for her service to the community.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Council should receive this presentation.

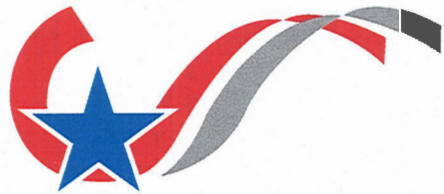
Summary: Anne retired as director of nursing at Hospice of the Brazos Valley but continues to volunteer with the organization. She served as a College Station City Council member for six years. Hazen has volunteered with the ELCA Lutheran Social Services, Prenatal Clinic and the Brazos Valley Food Bank. She also serves on her church's council.

Anne will be leaving the community soon, and this proclamation is to honor her lifetime of service.

Budget & Financial Summary: None.

Attachments:

1. 210624 -- Anne Hazen



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

Proclamation

WHEREAS, Ms. Anne Hazen arrived in the City of College Station with her family in 1972 and has selflessly engaged with and provided leadership for multiple community and nonprofit organizations for almost 50 years; and

WHEREAS, the residents of College Station elected her to the city council on five occasions in 1976, 1977, 1998, 2000, and 2002; and

WHEREAS, Ms. Hazen also served on the City of College Station Planning and Zoning Committee from 1979 to 1982; and

WHEREAS, Ms. Hazen was the first female elected to the city council and prevailed in every city election she contested; and

WHEREAS, in 1985, Ms. Hazen used her professional talents as a nurse to join with a colleague to launch the community's Prenatal Clinic; and

WHEREAS, since the Prenatal Clinic opened its doors in 1985, it has served about 21,500 women, and Brazos County has transitioned from having one of the state's worst records for prenatal and infant mortality to one of the best; and

WHEREAS Ms. Hazen was director of nursing for Hospice Brazos Valley for many years and continued to volunteer with the organization after retiring; and

WHEREAS, the extraordinary impact of Ms. Hazen's voluntary contributions to the community resulted in her being honored with the Brazos County Jefferson Award; and

WHEREAS, Ms. Hazen, with uncommon persistence, actively solicited, assisted, and mentored many residents to become engaged in the civic life of our community; and

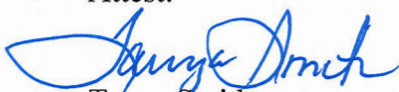
WHEREAS, many of those she co-opted that way affectionately called her "Mother Anne," and

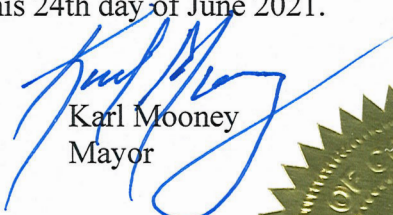
WHEREAS, she is leaving the community for Massachusetts to be closer to family;

NOW, THEREFORE, I, Karl Mooney, as mayor of the City of College Station and on behalf of our community's residents and the College Station City Council, recognize Ms. Hazen as the personification and exemplar of what a positive response looks like to the question, "Did I make a difference in the lives of others," and thank Ms. Hazen for the extraordinary leadership, inspiration, role-modeling, and legacy she provided to our community for nearly a half-century.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 24th day of June 2021.

Attest:


Tanya Smith
City Secretary


Karl Mooney
Mayor



June 24, 2021

Item No. 7.1.

Texas A&M Aggie Park Stormwater Mitigation Plan

Sponsor: Anthony Armstrong

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding the stormwater mitigation plan for Texas A&M Aggie Park.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): City Council to receive this presentation as a status update.

Summary: City Council requested this item at their April 8, 2021, Council meeting. Staff will provide an overview of the stormwater mitigation plan for the Aggie Park project.

Budget & Financial Summary: N/A

Attachments:

None

June 24, 2021

Item No. 7.2.

Comprehensive Plan Future Land Use & Character Map

Sponsor: Alyssa Halle-Schramm, Planner

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on proposed changes to the Comprehensive Plan Future Land Use & Character Map, which is a part of the 10-year update.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends that the Council provide direction as appropriate. The Planning & Zoning Commission heard this item at their June 17th meeting on the informational agenda.

Summary: This item is a preliminary review of the proposed changes to the Comprehensive Plan Future Land Use & Character Map. Staff will highlight major changes and asks that the Council provide direction in advance of public engagement efforts beginning later this summer.

Background:

The Next 10 initiative was a robust public engagement effort that identified the successes and shortcomings of the City's Comprehensive Plan. It resulted in a 10-Year Evaluation & Appraisal Report that recommends modifications in response to changing conditions. These recommendations stem from numerous discussions with citizens, stakeholders, the Comprehensive Plan Evaluation Committee, and City staff. The City Council accepted the report in October 2020, and staff have been working to implement the recommended changes, including amendments and updates to the plan's text and maps.

One of the most significant maps within the Comprehensive Plan is the Future Land Use & Character Map. This map illustrates the desired future uses and character within the City Limits and the City's Extraterritorial Jurisdiction. An interdisciplinary team of City staff including planning, engineering, transportation, economic development, and water services worked together to refine the Future Land Use & Character map. The team considered existing development patterns and zoning, known incoming and future development proposals, projected future uses and population projections, the City's economic development goals, and existing and projected infrastructure capacity to refine the Future Land Use & Character Map.

Staff will present the entire updated Comprehensive Plan and its maps for consideration and recommendation by the Planning & Zoning Commission in September and possible adoption by City Council in October 2021. This timeline allows for adoption of the Comprehensive Plan in advance of the Impact Fee Studies being presented in November 2021. This is key as the land uses, densities, and population projections in the updated Comprehensive Plan effect the demands placed on the City's water, wastewater, and roadway infrastructure and may necessitate potential infrastructure improvements that will be identified within the Impact Fee Studies. Staff from Planning & Development Services have been coordinating efforts with Water Services and the respective consultant teams to ensure these efforts are aligned. This preview of the Future Land Use & Character Map serves as a check to confirm City staff are on the right track with the proposed land use changes.

The proposed Future Land Use & Character Map is available for your review in a Map Book format. There are three components that work in tandem: 1) the Future Land Use category descriptions, 2) the Map Book, and 3) the table of proposed changes.

1) The Future Land Use category descriptions include narrative descriptions of each proposed land use category. Major changes to the categories that are depicted on the Future Land Use & Character Map include a reduction in the number of categories (from 25 to 17), the addition of new categories (Neighborhood Center and Mixed Residential), the combining of similar residential land uses, the refinement of Natural & Open Areas based on more recent data including flood data, and general map clean-up items.

2) The Map Book is a city-wide map of the proposed Future Land Use & Character Map divided into grids. For each detailed grid page, you will see a side-by-side comparison of the existing and proposed land uses. The proposed changes are numbered and have corresponding descriptions within the table of proposed changes.

3) The table of proposed changes is numbered based on the grid location in the Map Book. All proposed changes are assigned a number and have a corresponding description. Numbers 1-6 are used multiple times to reflect changes that apply in multiple areas, such as the refinement of Natural & Open Areas. All changes are categorized by one of three types: "clean-up item," "change in use," or "reclassification." "Reclassification" was chosen for areas that were previously classified as Urban or Urban Mixed Use land uses because these categories were overhauled into Urban Center, Neighborhood Center, and Urban Residential. "Reclassification" was also selected for the previous Restricted Suburban and General Suburban land uses because these were combined into one category named Suburban Residential.

City staff will host a variety of public engagement efforts on the Comprehensive Plan update beginning in late July and running through early September 2021. This will include an interactive mapping tool for the public to also provide direct comment on proposed changes to the Future Land Use & Character Map. The proposed Comprehensive Plan text edits and other maps will also be available for public review and comment during that time. All virtual public engagement efforts and the interactive map will be available in late July at cstx.gov/TheNext10.

Budget & Financial Summary: N/A

Attachments:

1. Future Land Use Category Descriptions
2. Map Book
3. Table of Proposed Changes

FUTURE LAND USE CATEGORY DESCRIPTIONS

The following Future Land Use category descriptions are from the 10-Year Comprehensive Plan Evaluation & Appraisal Report, accepted by City Council on October 8, 2020.

Existing categories		Proposed categories	Map color
Mixed Use Centers			
1	Urban Mixed Use	Urban Center	
2	Village Center (unmapped)	Neighborhood Center	
Commercial Areas			
3	General Commercial	General Commercial	
4	Suburban Commercial	Neighborhood Commercial	
5	Business Park	Business Center	
Neighborhood and Residential Areas			
6	Urban	Urban Residential	
7	NEW	Mixed Residential	
8	Restricted Suburban	Suburban Residential	
	General Suburban		
9	Estate	Estate Residential	
10	Neighborhood Conservation	Neighborhood Conservation	
Institutional and Special Districts			
11	Texas A&M University	Texas A&M University	
12	Institutional/Public Utilities	Institutional/Public	
13	Medical Use	Medical	
14	Wellborn Preserve (open) Wellborn Estate (open) Wellborn Business Wellborn Commercial Wellborn Preserve Wellborn Estate Wellborn Restricted Suburban Wellborn Suburban	Wellborn	
Limited Development Areas			
15	Natural (protected)	Parks and Greenways	
16	Natural (reserved)	Natural & Open Areas	
17	Rural	Rural	

FUTURE LAND USE CATEGORY DESCRIPTIONS

Urban Center

Areas that are appropriate for the most intense development and mix of uses arranged in a compact and walkable pattern. These areas will tend to consist of multi-story residential, commercial, and office uses that may be mixed vertically within mixed-use structures or horizontally in an integrated manner. Urban Centers should also incorporate consolidated parking facilities, access to transportation alternatives, open space and recreational facilities, and public uses.

Building Height: 5 stories average

Mobility: Walking, biking, transit, automobile.

Intent

- Create and reinforce walkable activity centers with small blocks that are connected to surrounding development and include a mix of complementary uses.
- Accommodate a mix of building types including freestanding and attached structures that frame attractive pedestrian zones between buildings and streets.
- Encourage commercial uses along primary streets.
- Encourage vertical mixed-use structures with ground-floor retail in appropriate locations such as along major corridors.
- Support multifamily residential as a secondary component of a center.
- Encourage shared surface parking located behind buildings or to the side of buildings; structured parking; and on-street parking where possible.



Neighborhood Center

Areas that are 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.

Height: 3 stories average

Mobility: Walking, biking, transit, automobile.

Intent

- Create and reinforce walkable activity centers that are connected to surrounding development and include a mix of complementary uses.
- Accommodate a mix of building types that frame attractive pedestrian spaces.
- Encourage commercial uses along primary streets.
- Support vertical mixed-use structures with ground-floor retail in appropriate locations such as along corridors or major intersections
- Support multi-family residential as a secondary component of a center.
- Encourage shared surface parking located behind or to the side of buildings, with some limited parking in front of buildings; structured parking; and on-street parking where possible.



FUTURE LAND USE CATEGORY DESCRIPTIONS

General Commercial

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

Height: 1-2 stories average

Mobility: Primarily automobile, but accessible by walking, biking, and transit.

Intent

- Accommodate a wide range of commercial uses.
- Concentrate future commercial development at major intersections.
- Provide connectivity to surrounding bicycle and pedestrian networks and provide safe pedestrian facilities within sites.
- Encourage transitions in building height and mass when adjacent to residential neighborhoods.
- Support multi-family residential as secondary uses on a site.
- Encourage shared surface parking



Neighborhood Commercial

Areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and located adjacent to major roads along the fringe of residential areas. Design of these structures is compatible in size, architecture, and lot coverage with surrounding residential uses.

Height: 1-2 stories average

Mobility: Primarily automobile, but accessible by walking, biking, and transit.

Intent

- Accommodate limited commercial services compared to General Commercial.
- Provide pedestrian and bicycle connectivity to surrounding neighborhoods and nearby public uses (schools, parks, etc.).
- Support some residential use that is compatible with the surrounding neighborhood character.
- Encourage transitions in building height and mass when adjacent to residential neighborhoods.
- In a walkable neighborhood context, locate new buildings near the street and accommodate parking to the side or rear of buildings with some limited parking in front of buildings and accommodate on-street parking where possible.



FUTURE LAND USE CATEGORY DESCRIPTIONS

Business Center

Areas that include office, research, or industrial uses that may be planned and developed as a unified project. Generally, these areas need convenient access to arterial roadways.

Height: Varies

Mobility: Primarily automobile

Intent

- Accommodate a variety of large footprint buildings.
- Accommodate commercial and service uses within Business Centers.
- Accommodate pedestrian, bicycle, and transit connectivity to and within Business Centers.
- Provide buffering through landscaping and building placement where large-scale employment sites are adjacent to residential areas.



Urban Residential

Areas that are appropriate for a range of high density multi-family and attached residential development in various forms including townhomes, apartment buildings, mixed-use buildings, and limited non-residential uses that are compatible with the surrounding area.

Height: 3 stories average

Mobility: Walking, biking, transit, automobile.

Intent

- Accommodate a wide range of attractive multi-family housing for a diverse population. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development.
- Provide vehicular and pedestrian connectivity between developments.
- Accommodate streetscape features such as sidewalks, street trees, and lighting.
- Support commercial, service, office uses, and vertical mixed-use within redevelopment areas.



FUTURE LAND USE CATEGORY DESCRIPTIONS

Mixed Residential

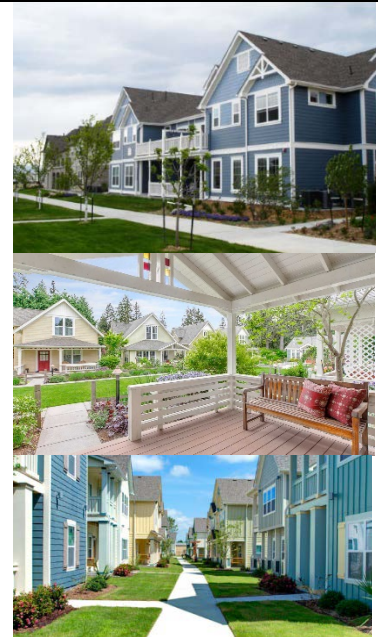
Areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, and small (3-12 unit) multi-family buildings, and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

Height: Varies (generally 2-3 stories)

Mobility: Walking, biking, transit, automobile.

Intent

- Accommodate a walkable pattern of small lots, small blocks and well-connected street pattern.
- Accommodate streetscape features such as sidewalks, street trees, and lighting.
- Encourage community facilities, parks, and greenways within neighborhoods
- Support neighborhoods with a mix of housing types and where larger or more dense housing is located near community facilities or adjacent to commercial or neighborhood centers



Suburban Residential

Primarily single-family residential areas that consist of low to moderate density single-family lots. These areas may also include limited townhomes, duplexes, other housing types, and some non-residential uses that are compatible with surrounding single-family areas. Development types tend to be highly consistent within a subdivision or neighborhood.

Height: 1-2 stories average

Mobility: Primarily automobile, but accessible by walking, biking, and transit to surrounding neighborhood services and centers.

Intent

- Accommodate streetscape features such as sidewalks, street trees, and lighting
- Support neighborhoods with a mix of housing types
- Encourage community facilities, parks, and greenways within neighborhoods
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments



FUTURE LAND USE CATEGORY DESCRIPTIONS

Estate Residential

Primarily single-family residential areas that have a low level of development activities. These areas are appropriate for very low-density residential lots one-acre or greater lot sizes or average 20,000 square feet lots when clustered around open space.

Height: 1-2 story average

Mobility: Primarily automobile

Intent

- Support a wide range of lot sizes, long blocks, and curvilinear streets. Buildings tend to be located greater than 30 feet from a fronting street.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments



Neighborhood Conservation

Residential areas that are essentially “built-out” and are not likely to be the focus of extensive infill development or redevelopment. These areas often were platted before current development regulations were in place often resulting in non-conforming situations. These areas are appropriate for overlays or zoning classifications that provide additional character protection and address non-conforming issues.

Height: 1-2 stories

Mobility: Walking, biking, transit, automobile. On-street parking and private off-street parking.

Intent

- Maintain the existing housing stock, lot patterns, and character of neighborhoods.
- Support infill housing that fits-in with neighboring homes (scale, placement, use, etc). Address non-conforming lot issues through flexible development regulations.
- Maintain established trees



FUTURE LAND USE CATEGORY DESCRIPTIONS

Texas A&M University Areas owned by Texas A&M University and are appropriate for campus development as described in the Texas A&M Campus Master Plan and related documents.	

Institutional/Public Areas that are, and are likely to remain, in some form of institutional or public activity. Examples include schools, libraries, municipal facilities, and major utilities.	

Medical Areas appropriate for medically-related uses and supporting office, commercial, and residential uses. The medical land use designation surrounding Rock Prairie and State Highway 6 is further detailed in the Medical District Master Plan, which envisions a wide array of medical and supporting services and activities concentrated in the district. This includes the two major hospitals in close proximity to residential neighborhoods, neighborhood centers, offices, and commercial uses. <i>Height:</i> Varies <i>Mobility:</i> Walking, biking, transit, automobile.	

Wellborn The Wellborn Community Plan envisions the future of Wellborn to maintain its rural character with open space that is both privately and publicly held. The area will continue as a place where neighborhood commercial uses support surrounding low-density residential properties. <i>Height:</i> Varies <i>Mobility:</i> Primarily automobile	

FUTURE LAND USE CATEGORY DESCRIPTIONS

Parks and Greenways

Areas that are permanently protected from development. Such areas are preserved for their natural function or for parks, recreation, or greenways opportunities. These areas include, publicly owned open space, conservation easements, and public parks.

Natural & Open Areas

This land use designation is generally for areas that represent a constraint to development and that should be preserved for their natural function or open space qualities. These areas include floodplains, riparian buffers, common areas, and open space. The boundaries of the Natural & Open Areas land use are representative and the exact location of floodplains are determined during the development process.

Intent

- Conserve environmentally sensitive land.
- Buffer incompatible land uses with open space.
- Develop a connected open space network through the city for recreation.

Rural

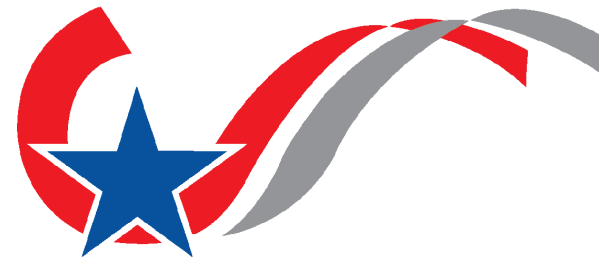
Areas that, due to public service limitations, inadequate public infrastructure, or a prevailing rural or agricultural character, should have very limited development activities. These areas will tend to include a mix of large acreages (ranches and farmsteads) and limited large-lot (two acre or larger) residential developments. Open space is the dominant feature of these areas.

Height: Varies

Mobility: Primarily automobile

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FUTURE LAND USE & CHARACTER
MAP BOOK



CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

JUNE 2021

Overview & Map Book Guide

The proposed changes to the Comprehensive Plan Future Land Use & Character map stem from numerous discussions with citizens, stakeholders, the Comprehensive Plan Evaluation Committee, and City staff throughout 2019 and 2020 during The Next 10 evaluation of the City's Comprehensive Plan.

There are three components to this Map Book that work in tandem: 1) the **Future Land Use category descriptions**, 2) the **Map Book**, and 3) the **table of proposed changes**.

- 1) The **Future Land Use category descriptions** include narrative descriptions of each proposed land use category. Major changes to the categories that are depicted on the Future Land Use & Character Map include a reduction in the number of categories (from 25 to 17), the addition of new categories (Neighborhood Center and Mixed Residential), the combining of similar residential land uses, the refinement of Natural & Open Areas based on more recent data including flood data, and general map clean-up items.
- 2) The **Map Book** is a city-wide map of the proposed Future Land Use & Character Map divided into grids. For each detailed grid page, you will see a side-by-side comparison of the existing and proposed land uses. The proposed changes are numbered and have corresponding descriptions within the table of proposed changes.
- 3) The **table of proposed changes** is numbered based on the grid location in the Map Book. All proposed changes are assigned a number and have a corresponding description. Numbers 1-6 were used multiple times to reflect changes that apply in multiple areas, such as the refinement of Natural & Open Areas. All changes are categorized by one of three types: "clean-up item," "change in use," or "reclassification." "Reclassification" was chosen for areas that were previously classified as Urban or Urban Mixed Use land uses because these categories were overhauled into Urban Center, Neighborhood Center, and Urban Residential. "Reclassification" was also selected for the previous Restricted Suburban and General Suburban land uses because these were combined into one category named Suburban Residential.

NOTE: City staff will host a variety of public engagement efforts on the Comprehensive Plan Update beginning in late July and running through early September 2021. This will include an interactive mapping tool for the public to provide direct comment on proposed changes to the Future Land Use & Character Map. The proposed Comprehensive Plan chapter edits will also be available for public review and comment during that time. All virtual public engagement efforts and the interactive map will be available in late July at cstx.gov/TheNext10.

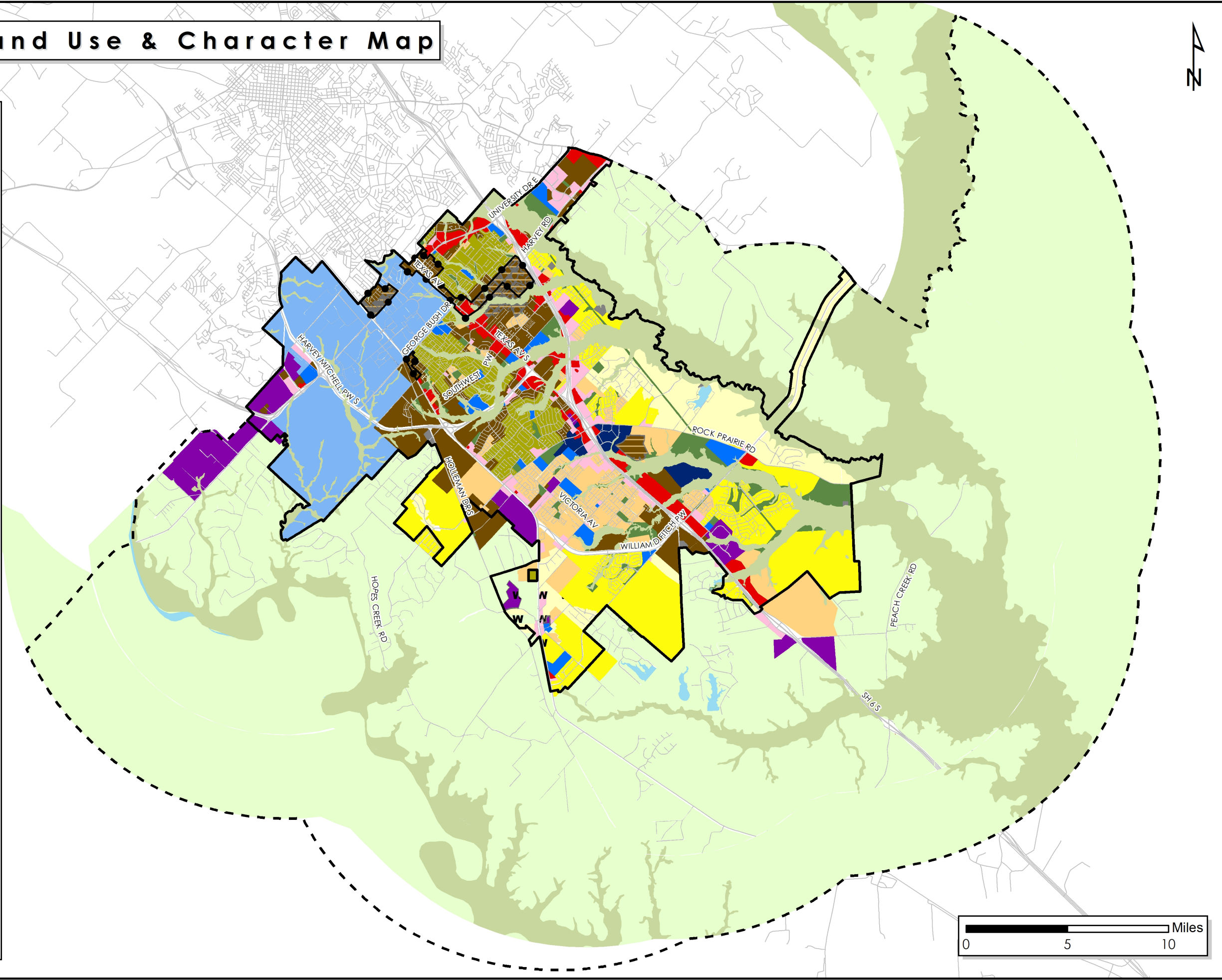
Comments & Questions:

Alyssa Halle-Schramm
Long Range Planning Administrator
Phone: 979-764-3826
Email: aschramm@cstx.gov

Existing Future Land Use & Character Map

Future Land Use & Character

- Urban
- Urban Mixed Use
- General Commercial
- Suburban Commercial
- Business Park
- General Suburban
- Restricted Suburban
- Estate
- Rural
- Neighborhood Conservation
- Medical Use
- Institutional/Public
- Utilities
- Texas A&M University
- Natural Areas - Protected
- Natural Areas - Reserved
- Water
- Wellborn Preserve - Open
- Wellborn Estate - Open
- Wellborn Business Park
- Wellborn Commercial
- Wellborn Preserve
- Wellborn Estate
- Wellborn Restricted Suburban
- Wellborn Suburban
- Redevelopment Areas
- City Limit
- 5 Mile ETJ

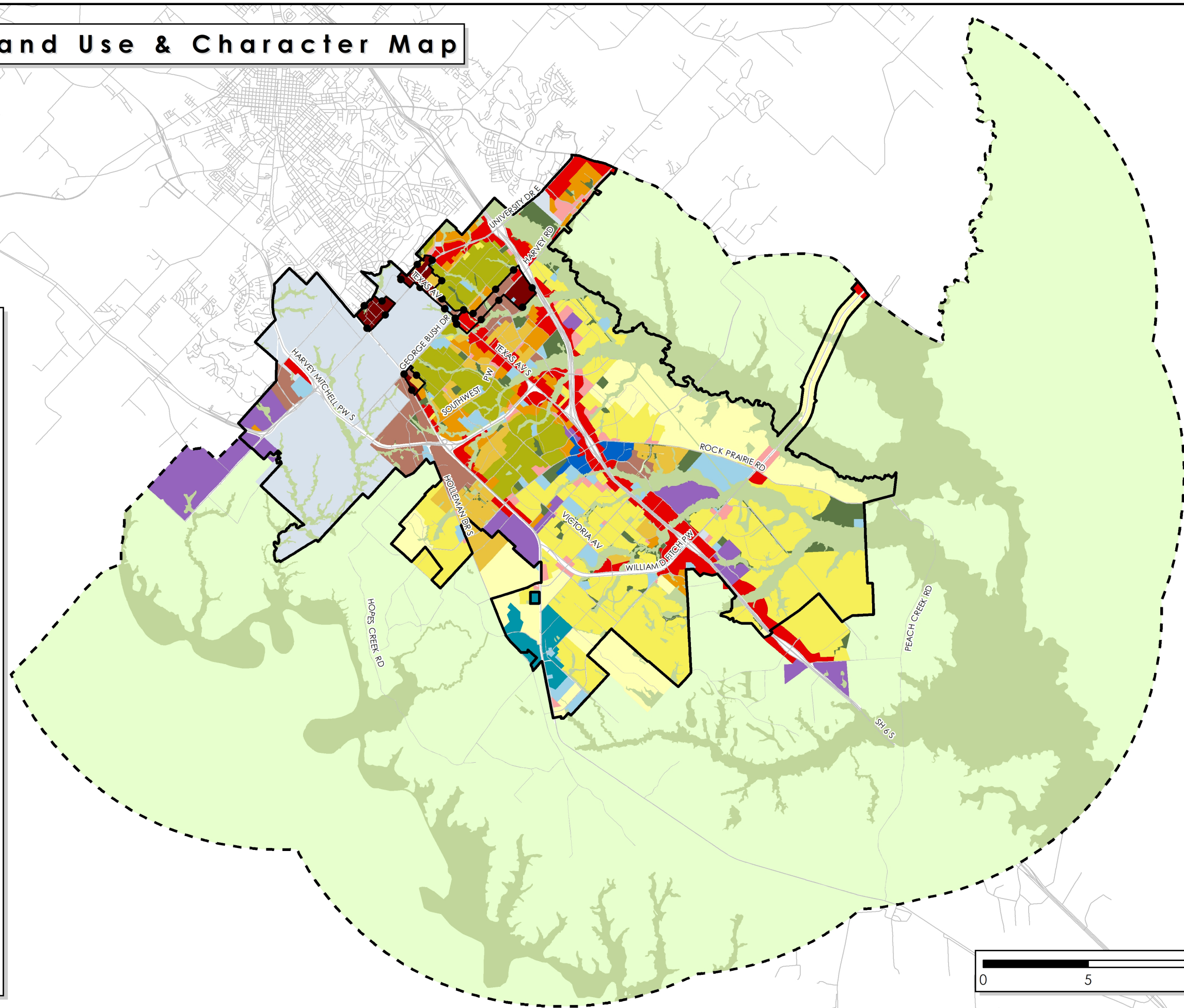


Proposed Future Land Use & Character Map

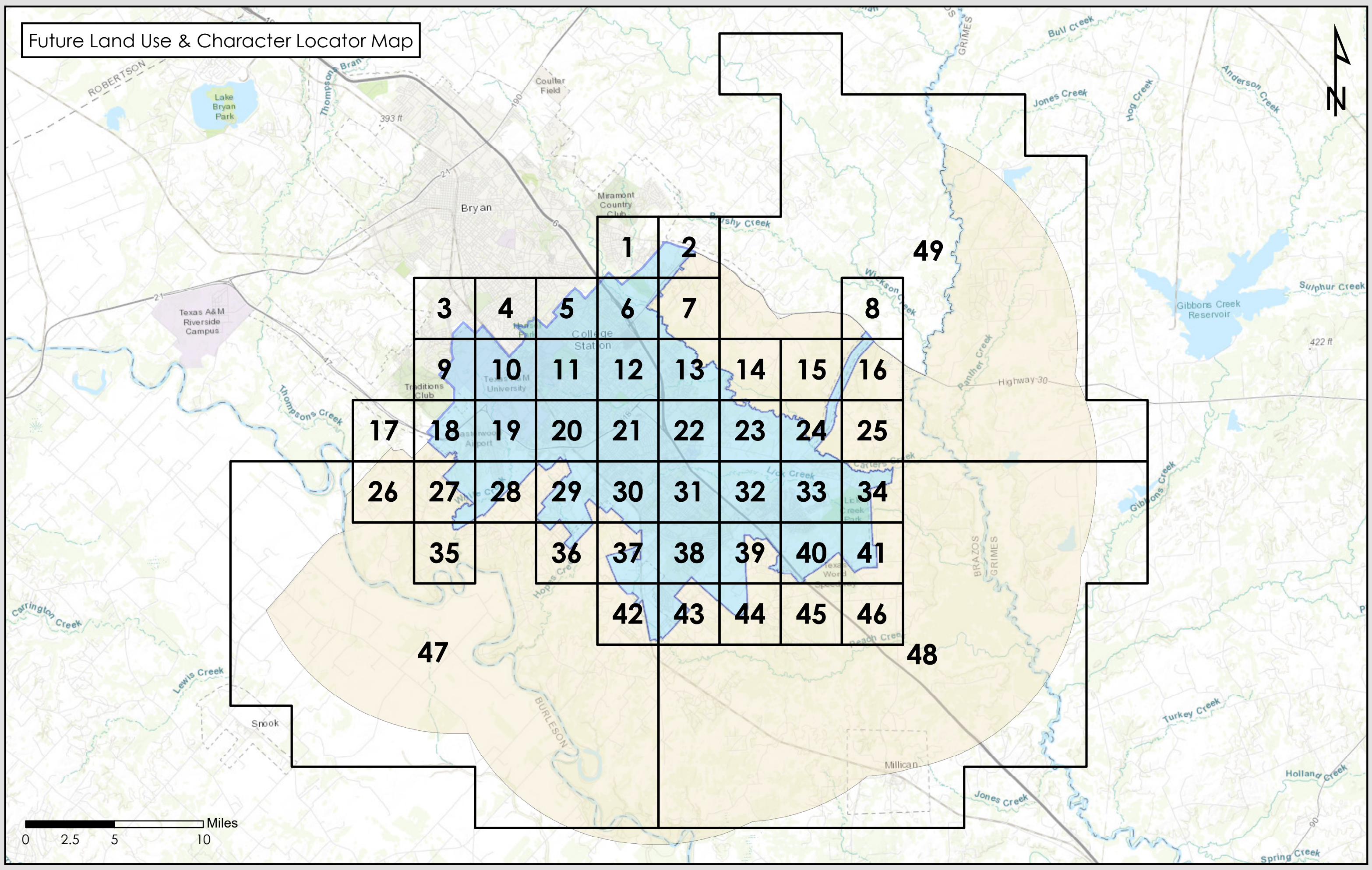


Future Land Use & Character

-
- Urban Center
- Neighborhood Center
- General Commercial
- Neighborhood Commercial
- Business Center
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation
- Medical
- Wellborn
- Institutional/Public
- Texas A&M University
- Parks & Greenways
- Natural & Open Areas
- Redevelopment Areas
- City Limit
- 5 Mile ETJ

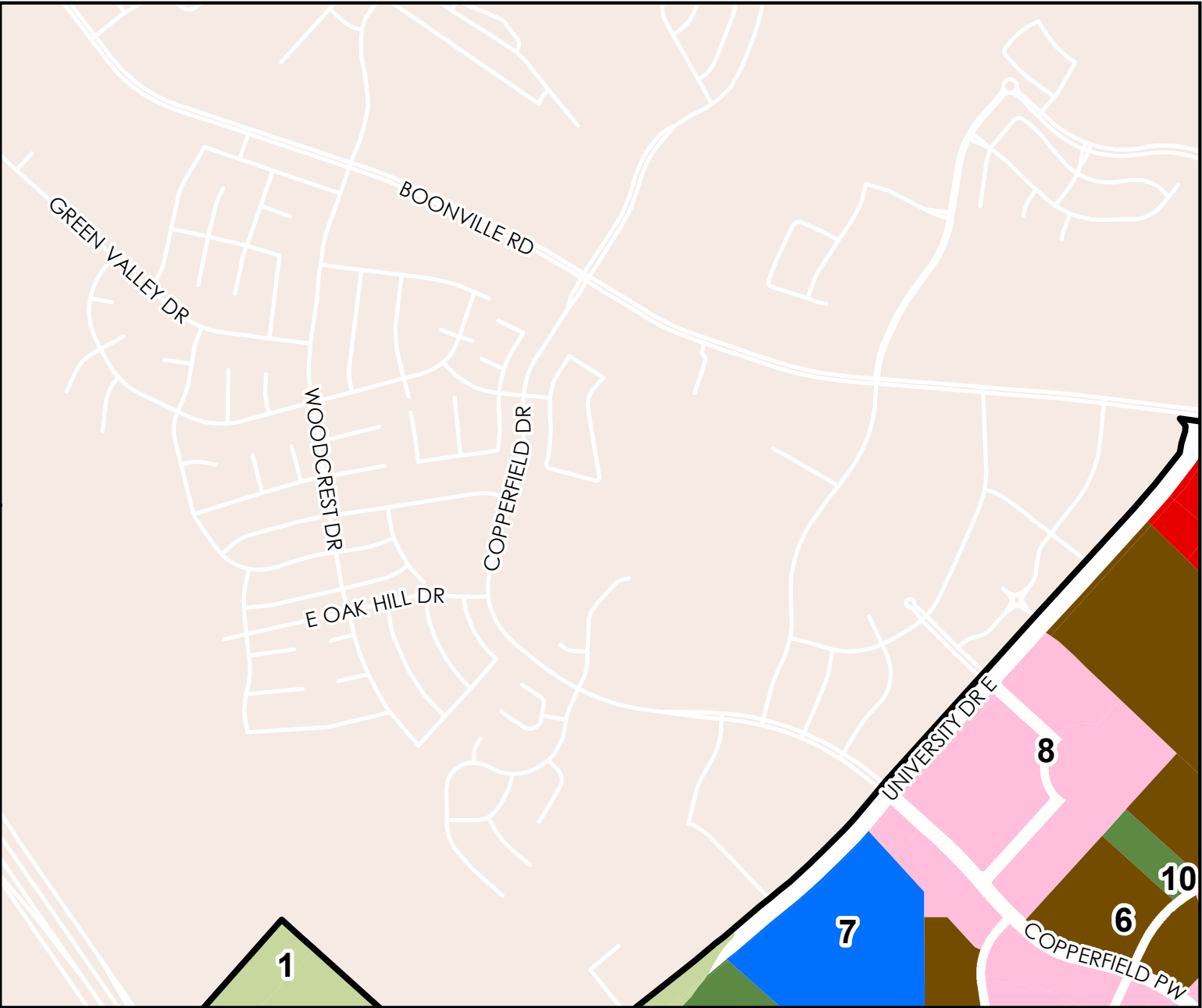


Future Land Use & Character Locator Map



0 2.5 5 10 Miles

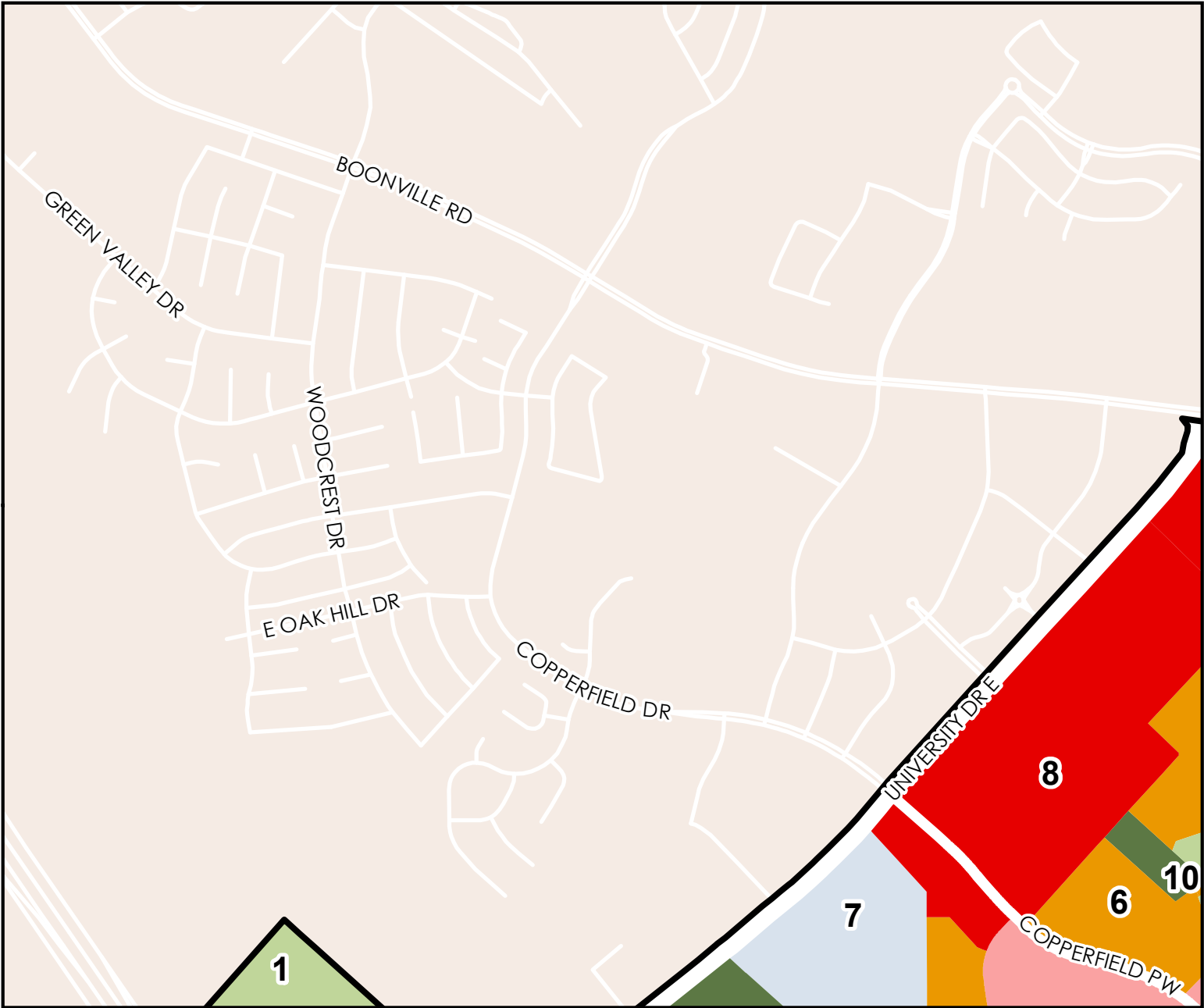
ADOPTED/CURRENT PLAN



See Page 6

PROPOSED PLAN

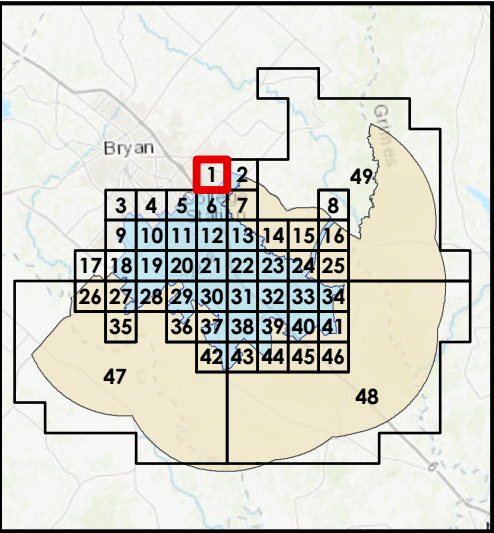
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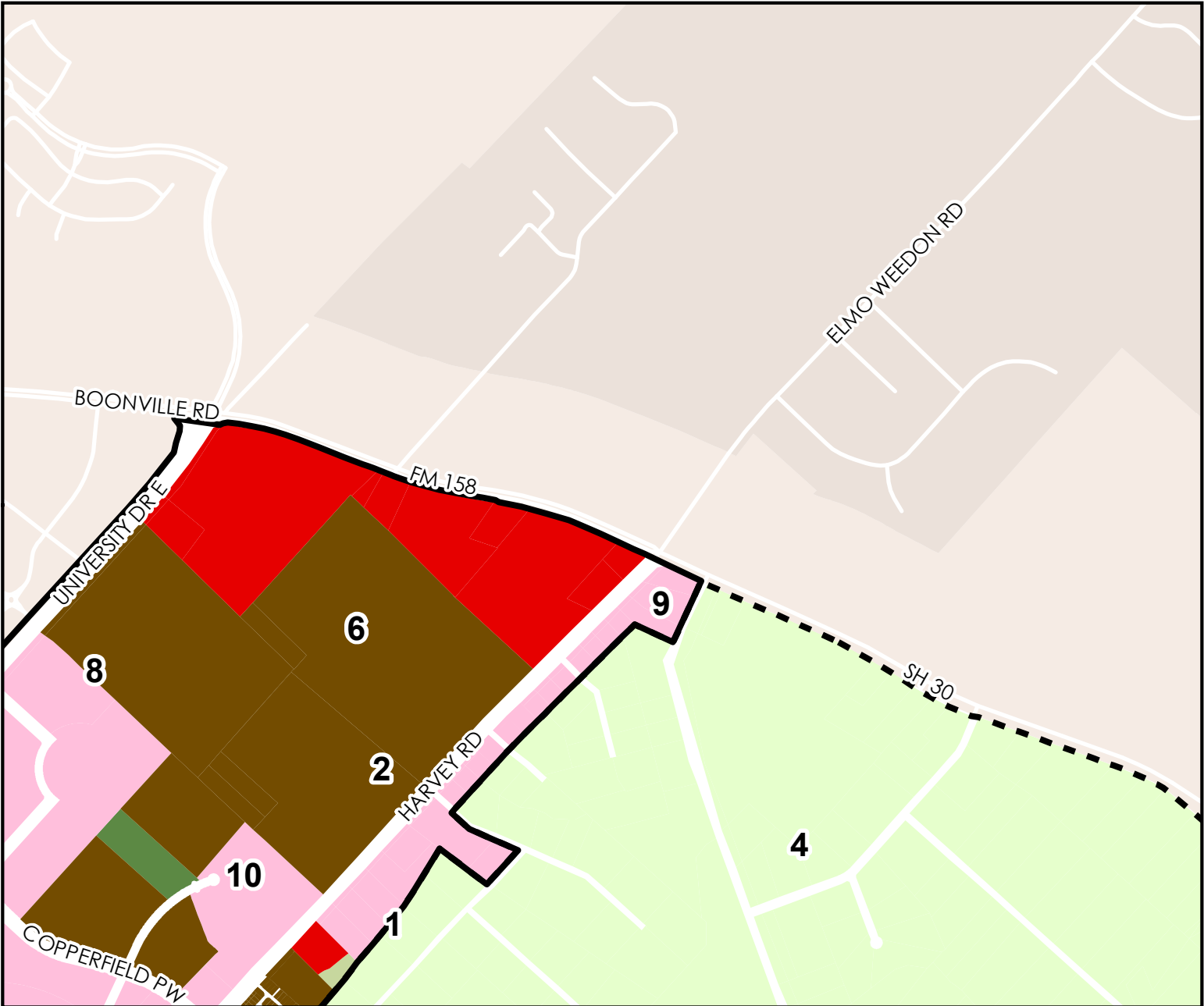
See Page 2

	Urban		Wellborn Estate - Open
	Urban Mixed Use		Wellborn Business Park
	General Commercial		Wellborn Commercial
	Suburban Commercial		Wellborn Preserve
	Business Park		Wellborn Estate
	General Suburban		Wellborn Restricted Suburban
	Restricted Suburban		Wellborn Suburban
	Estate		Redevelopment Areas
	Rural		
	Neighborhood Conservation		
	Medical Use		
	Institutional/Public		
	Utilities		
	Texas A&M University		
	Natural Areas - Protected		
	Natural Areas - Reserved		
	Water		
	Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

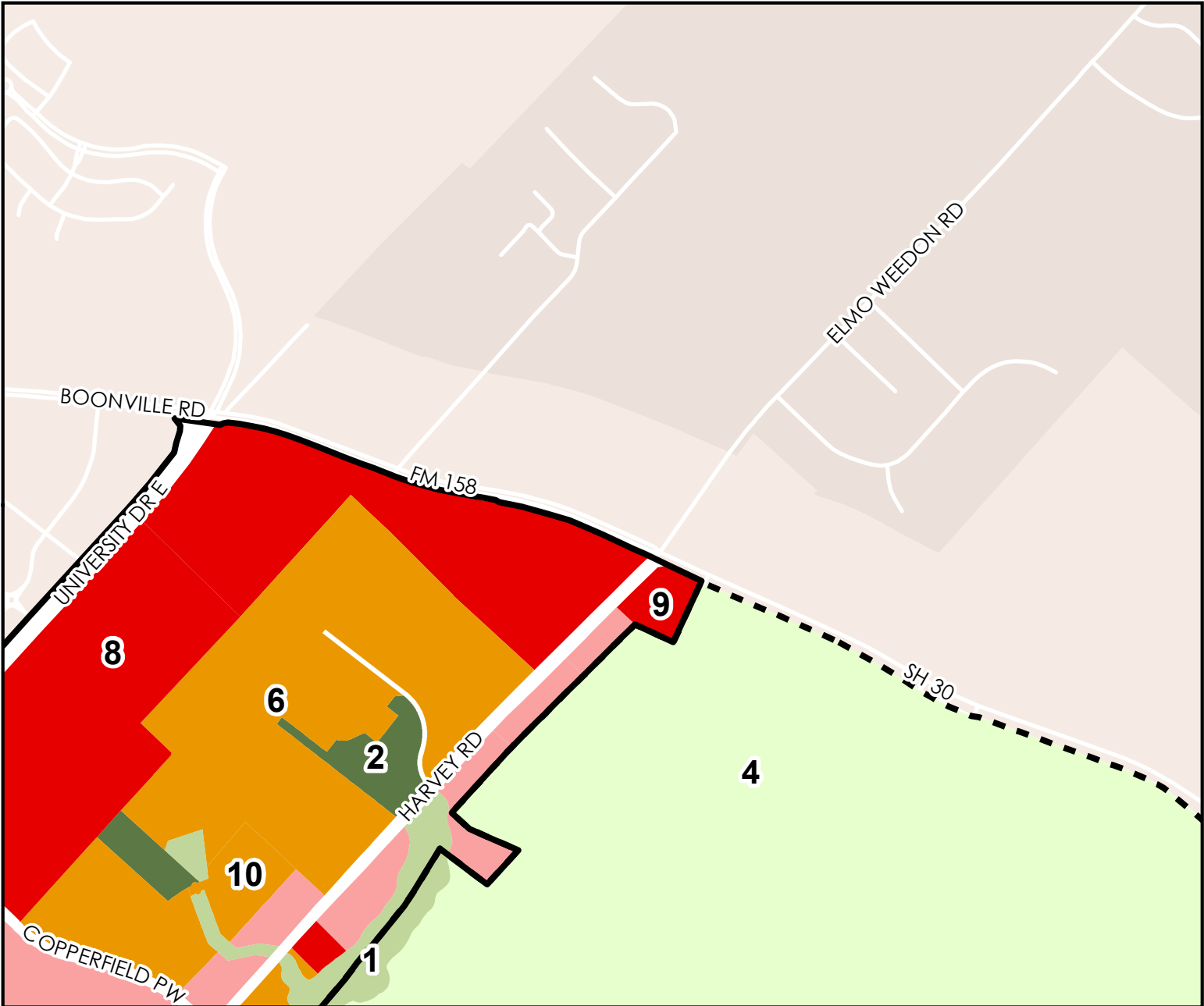


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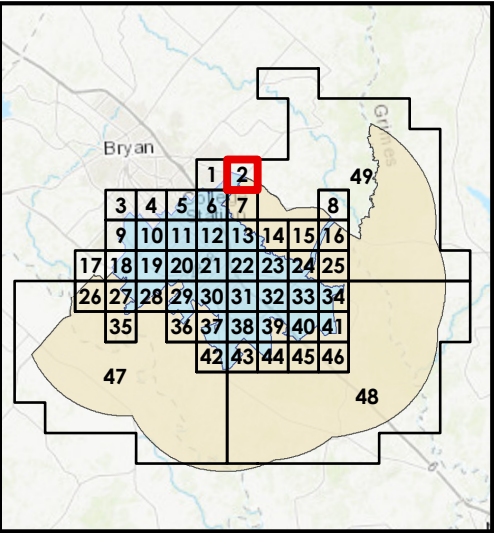
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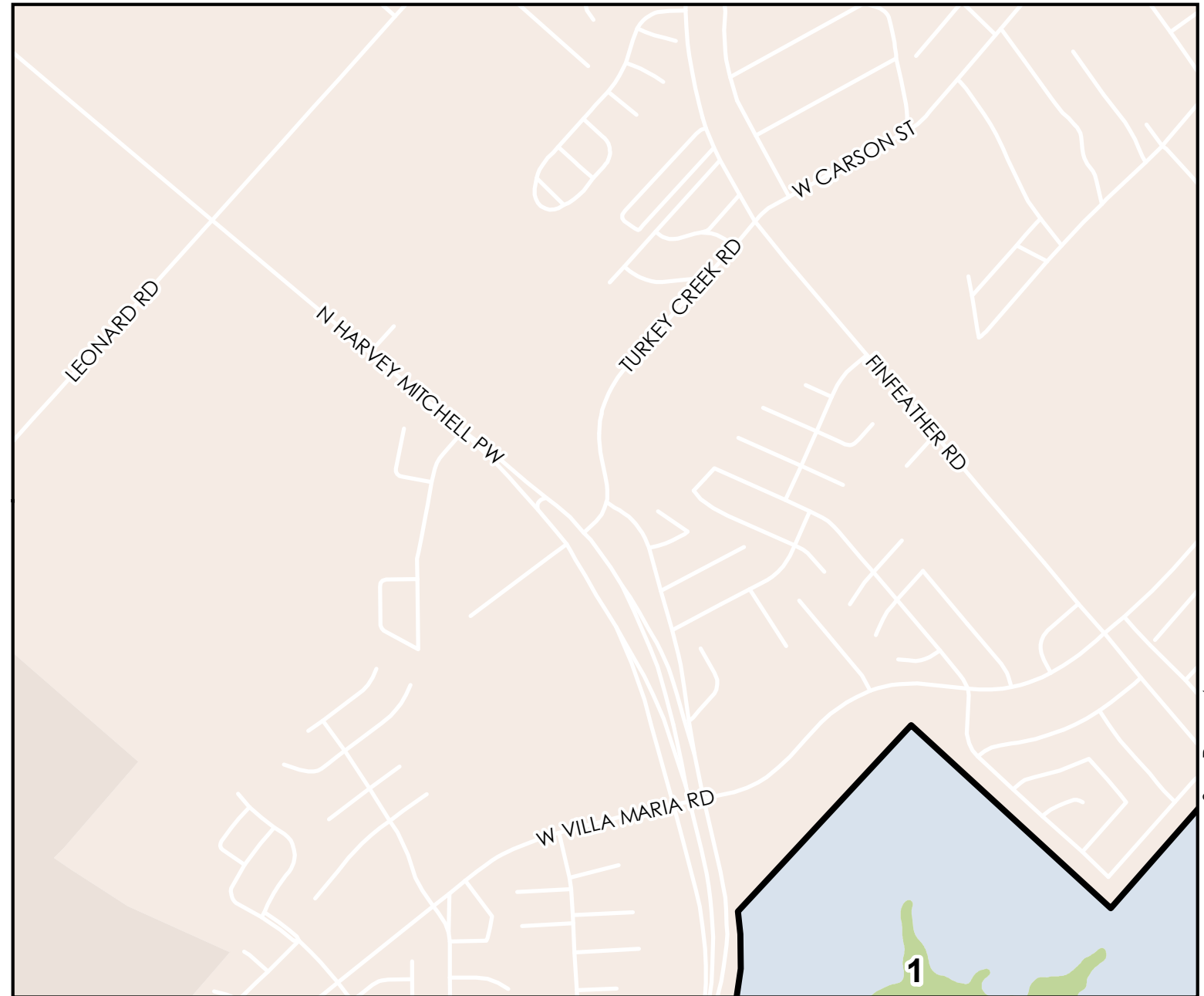


Urban	Neighborhood Conservation	Wellborn Estate - Open
Urban Mixed Use	Medical Use	Wellborn Business Park
General Commercial	Institutional/Public	Wellborn Commercial
Suburban Commercial	Utilities	Wellborn Preserve
Business Park	Texas A&M University	Wellborn Estate
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban
Estate	Water	Redevelopment Areas
Rural	Wellborn Preserve - Open	

Urban Center	Rural
Neighborhood Center	Neighborhood Conservation
General Commercial	Medical
Neighborhood Commercial	Wellborn
Business Center	Institutional/Public
Urban Residential	Texas A&M University
Mixed Residential	Parks and Greenways
Suburban Residential	Natural & Open Areas
Estate Residential	Redevelopment Area



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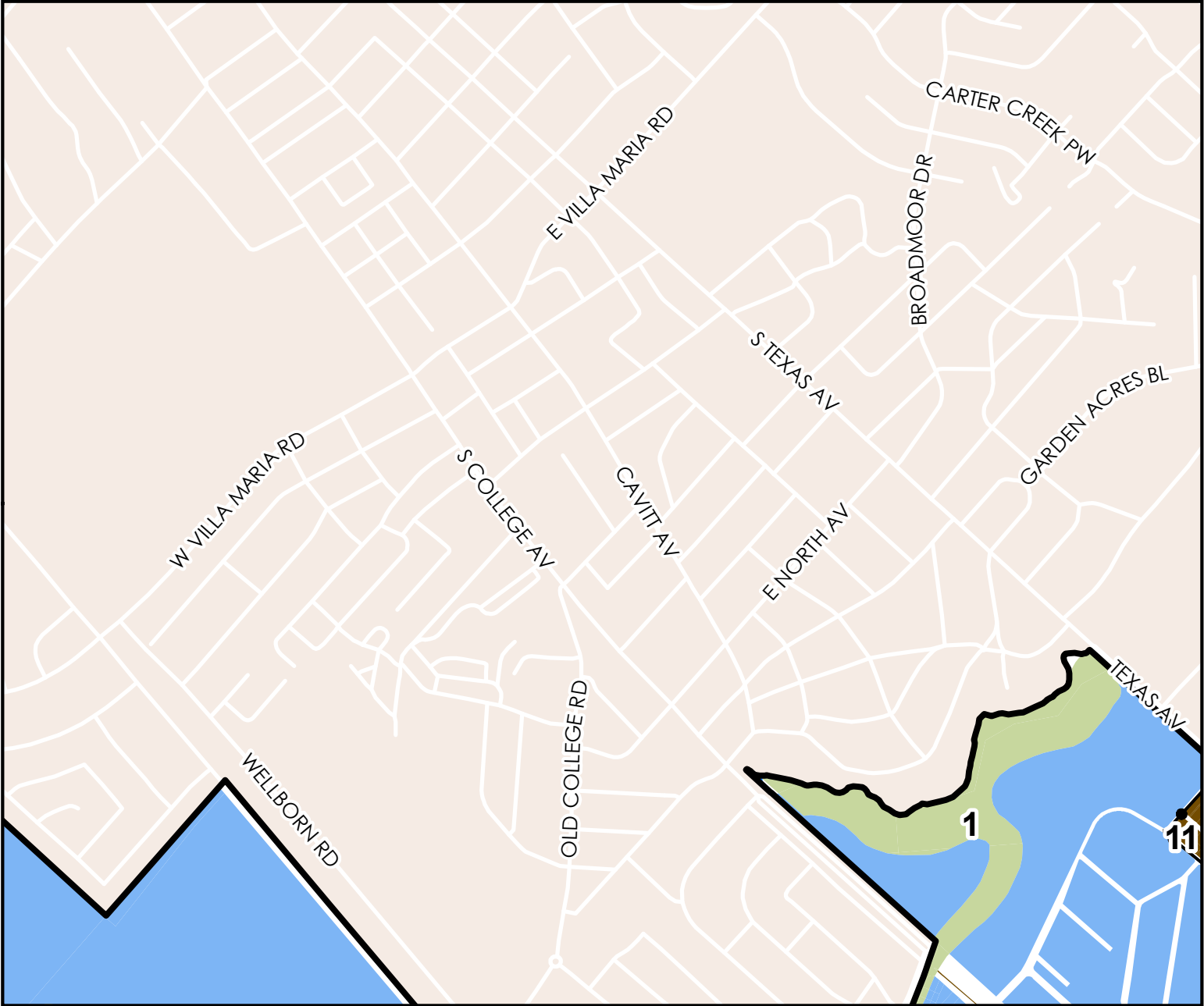
Legend:

- Urban Center
- Neighborhood Center
- General Commercial
- Neighborhood Commercial
- Business Center
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation
- Medical
- Wellborn
- Institutional/Public
- Texas A&M University
- Parks and Greenways
- Natural & Open Areas
- Redevelopment Area

Map Details:

- Location: Bryan, Texas
- Grid Numbers: 1 through 46
- Redevelopment Area: Indicated by a black outline on the right side of the map.

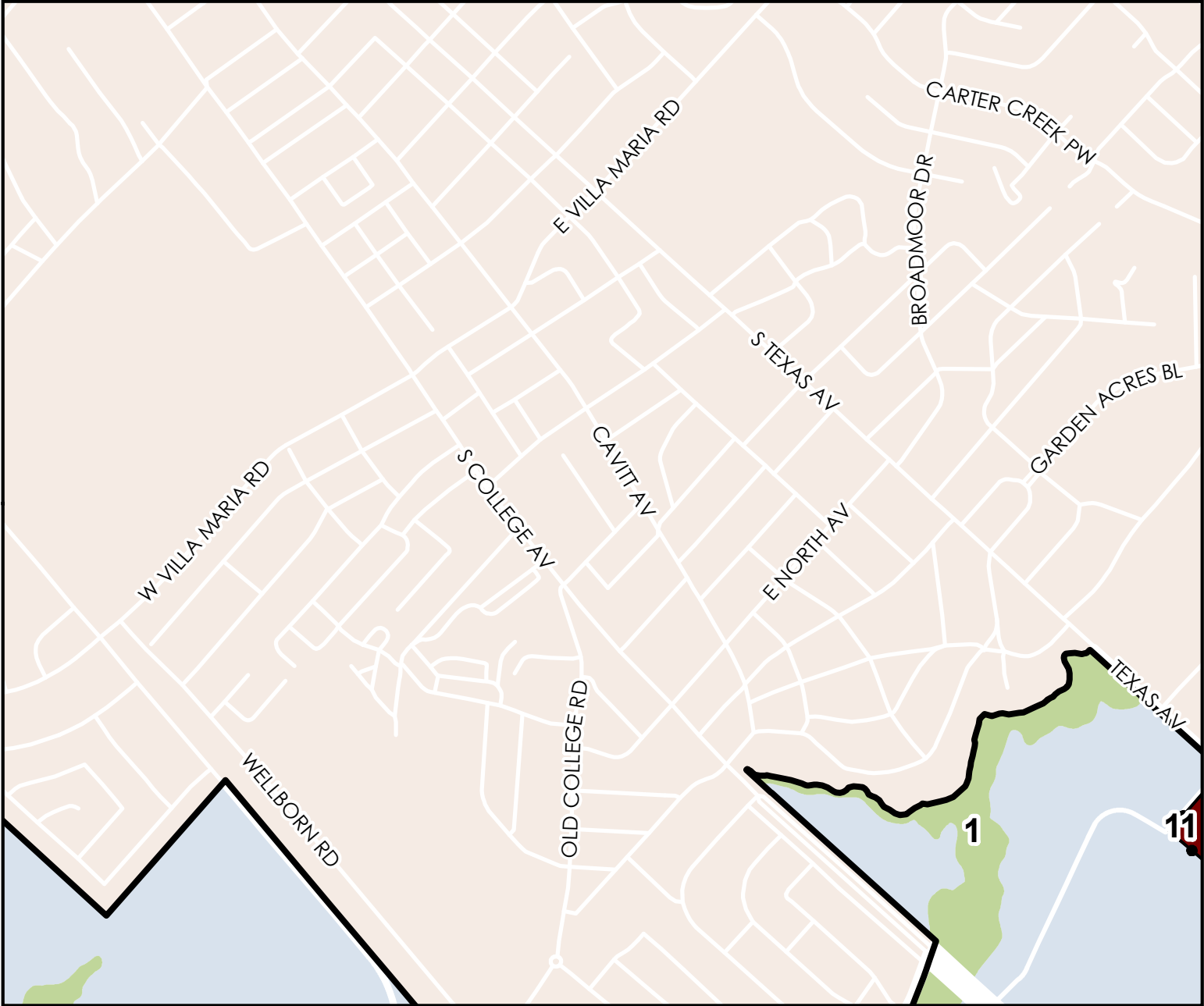
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See Page 10

PROPOSED PLAN

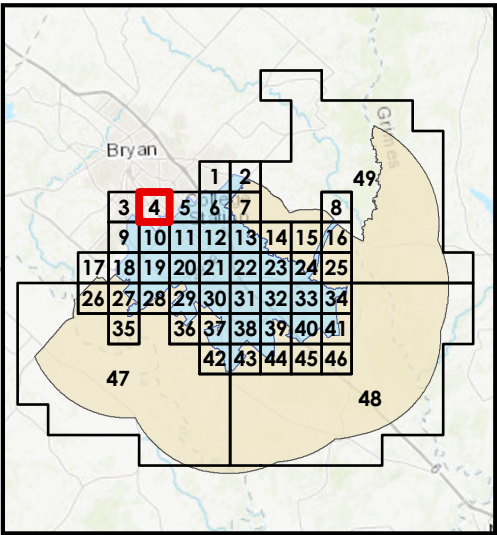
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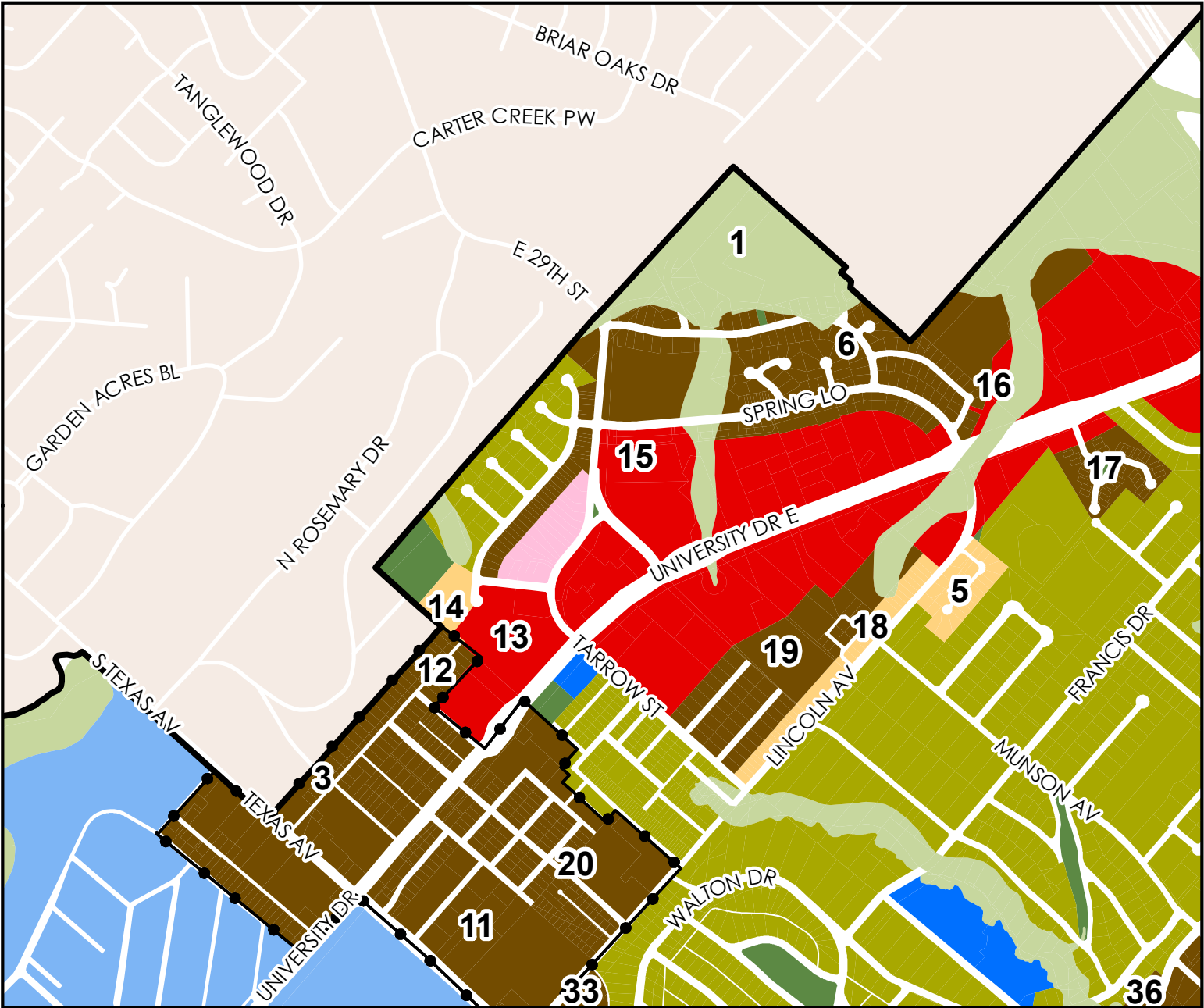
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	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area



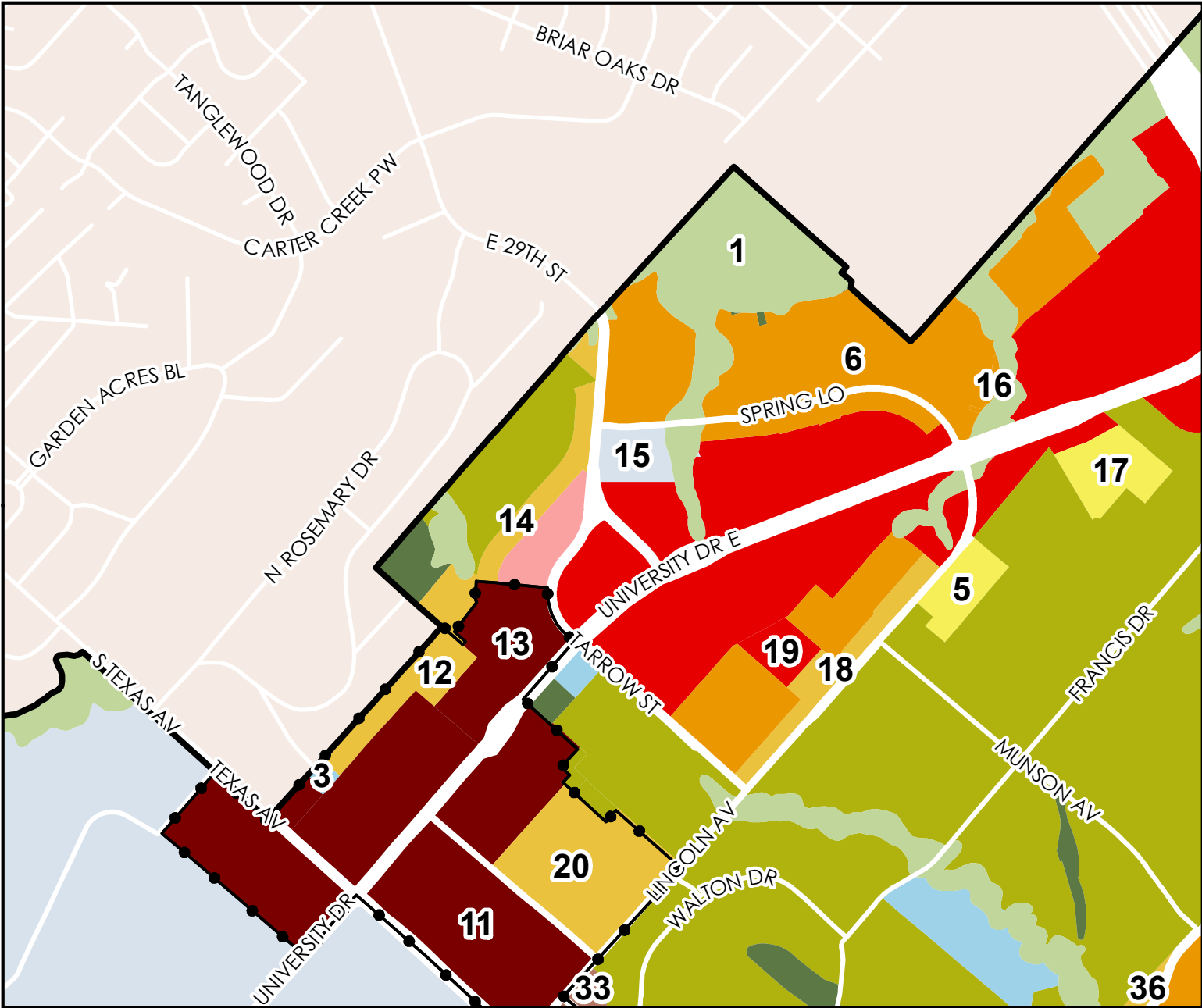
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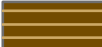
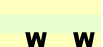
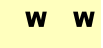
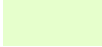
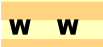
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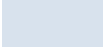
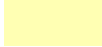
PROPOSED PLAN

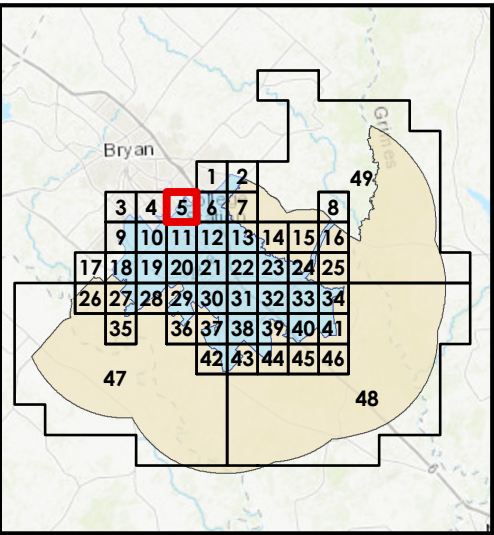
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

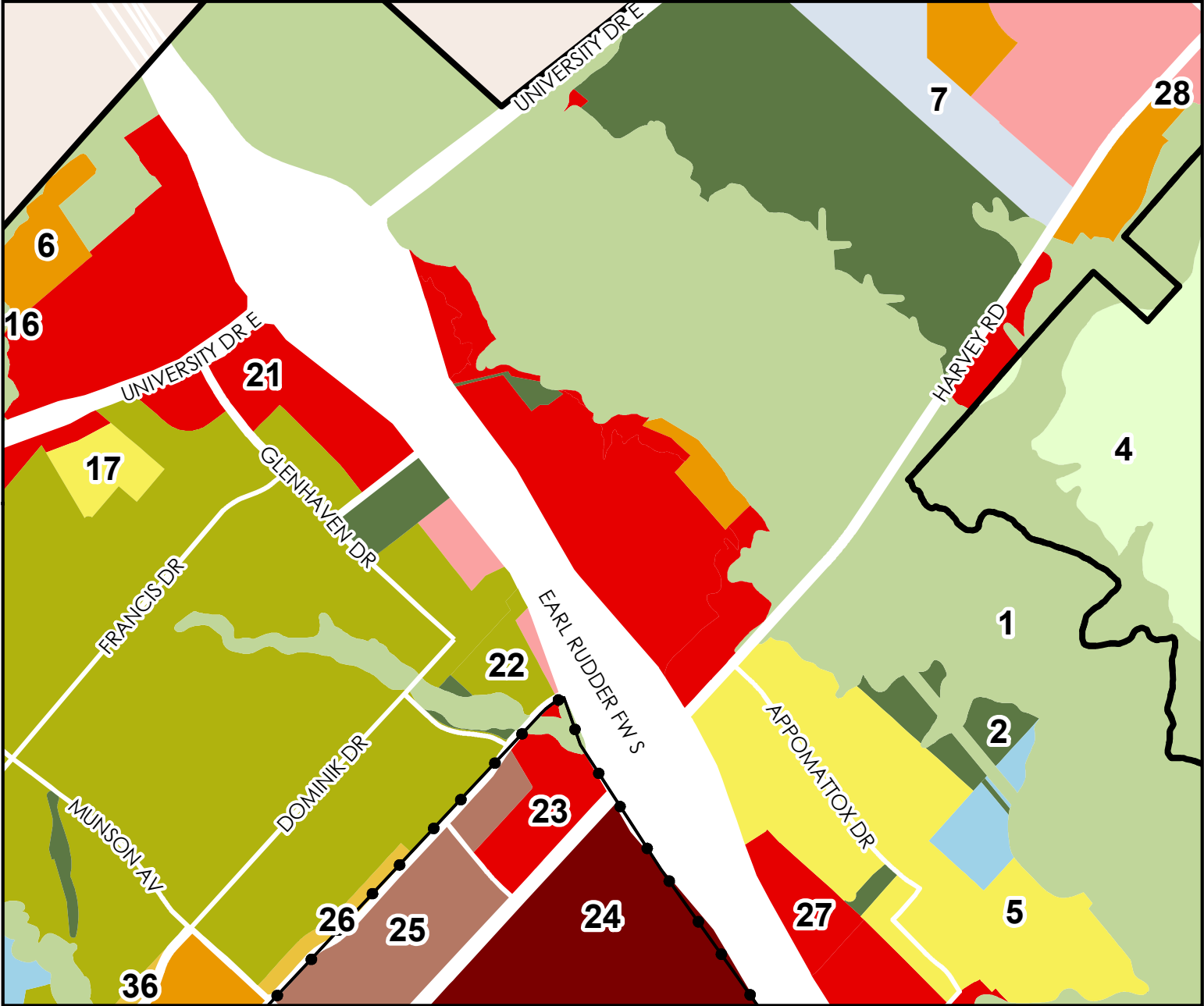
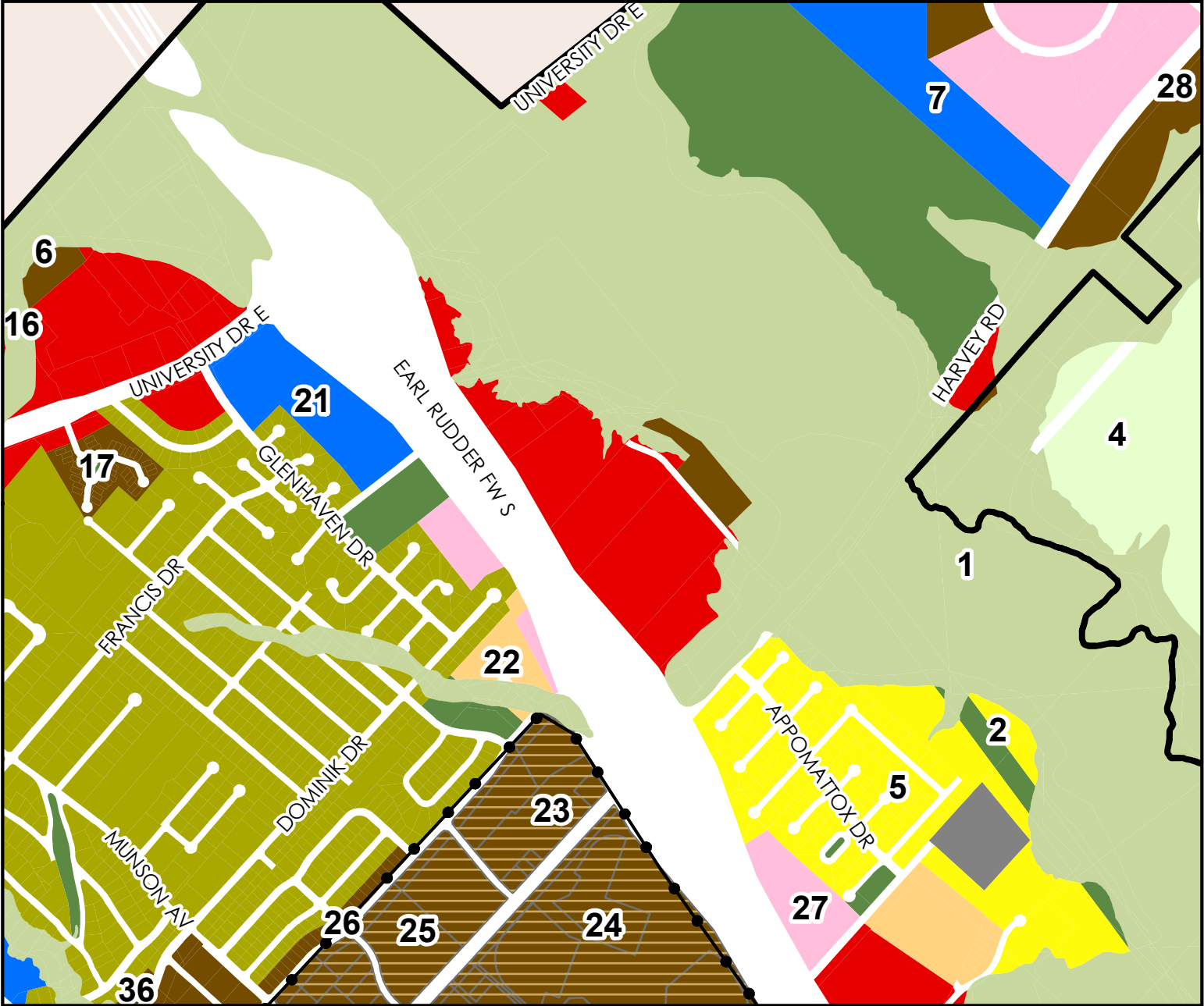


ADOPTED/CURRENT PLAN

See Page 1

PROPOSED PLAN

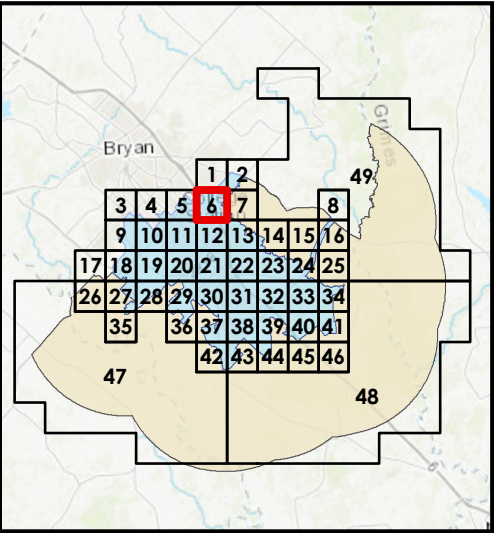
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	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

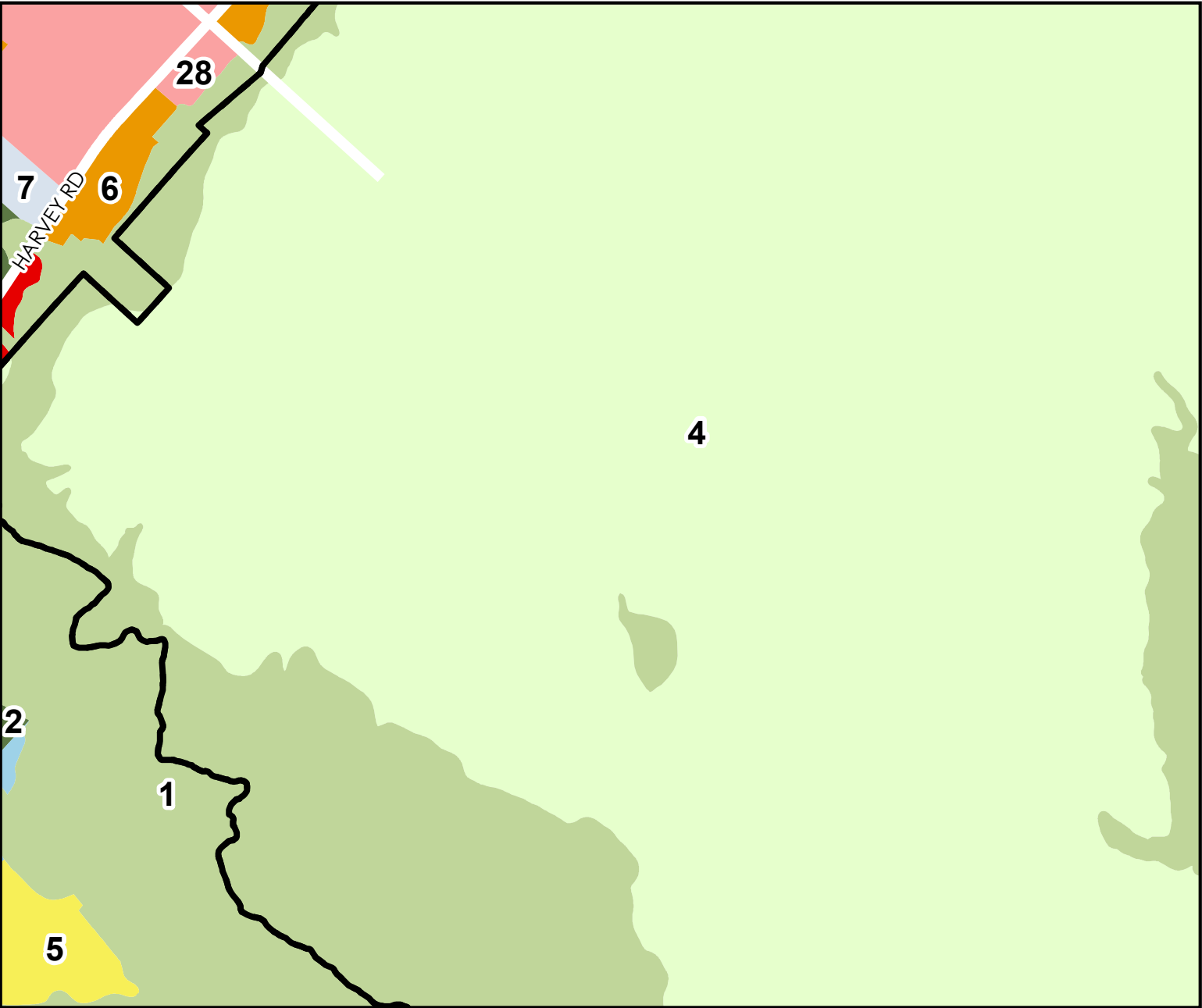
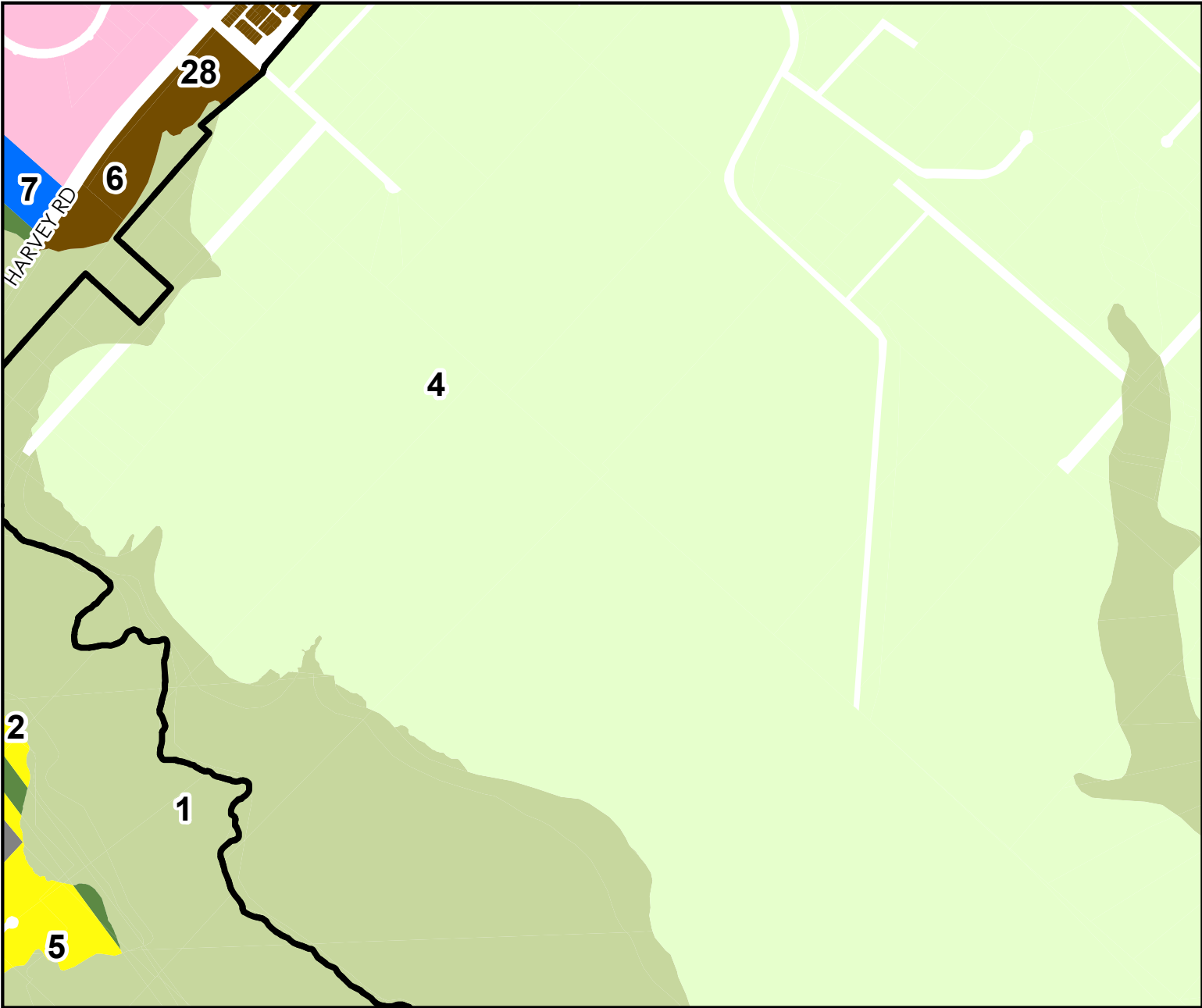


ADOPTED/CURRENT PLAN

See Page 2

PROPOSED PLAN

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See Page 13

Urban

Urban Mixed Use

General Commercial

Suburban Commercial

Business Park

General Suburban

Restricted Suburban

Estate

Rural

Neighborhood Conservation

Medical Use

Institutional/Public

Utilities

Texas A&M University

Natural Areas - Protected

Natural Areas - Reserved

Water

Wellborn Preserve - Open

Wellborn Estate - Open

Wellborn Business Park

Wellborn Commercial

Wellborn Preserve

Wellborn Estate

Wellborn Restricted Suburban

Wellborn Suburban

Redevelopment Areas

Urban Center

Neighborhood Center

General Commercial

Neighborhood Commercial

Business Center

Urban Residential

Mixed Residential

Suburban Residential

Estate Residential

Rural

Neighborhood Conservation

Medical

Wellborn

Institutional/Public

Texas A&M University

Parks and Greenways

Natural & Open Areas

Redevelopment Area

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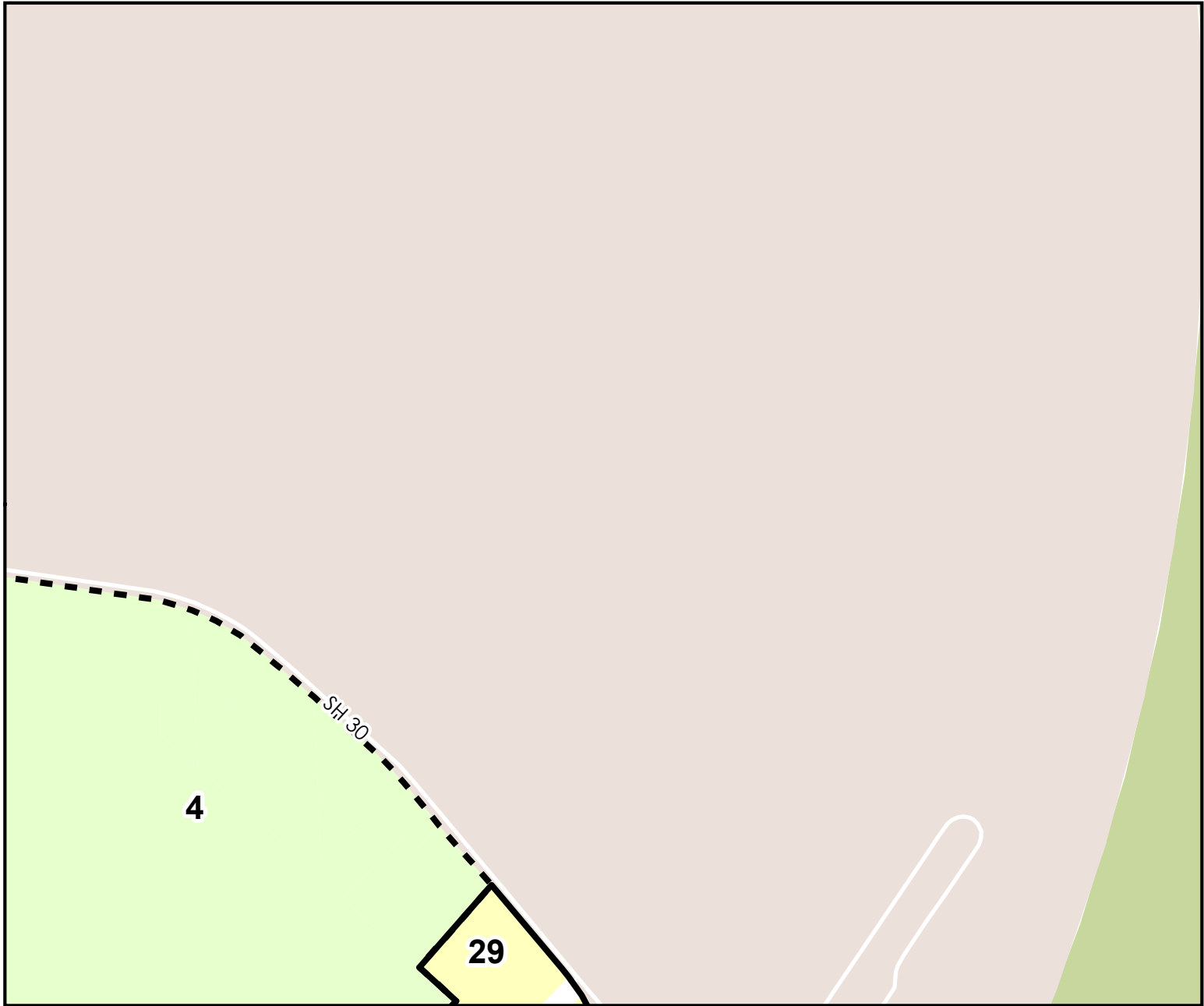
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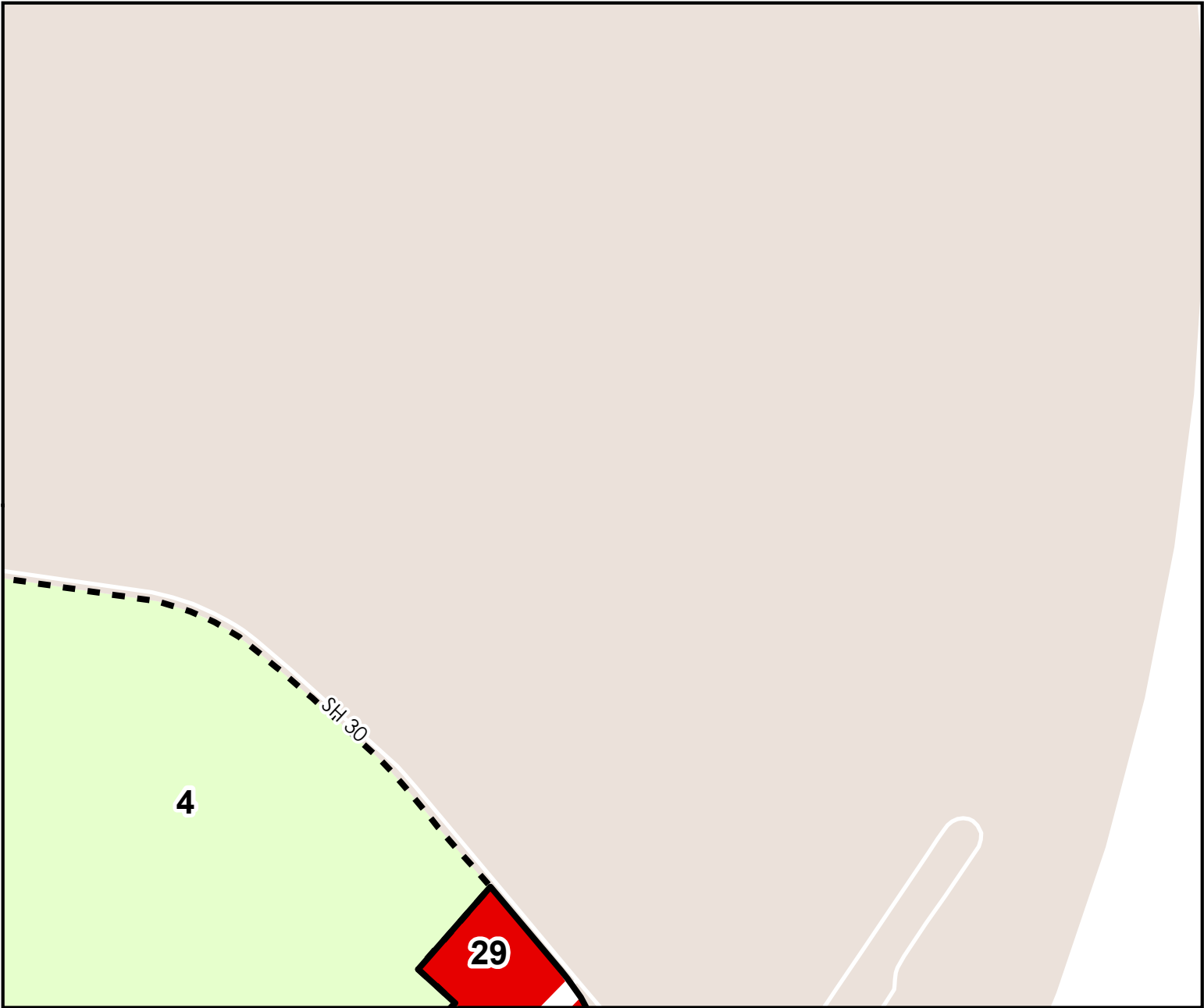
PROPOSED PLAN

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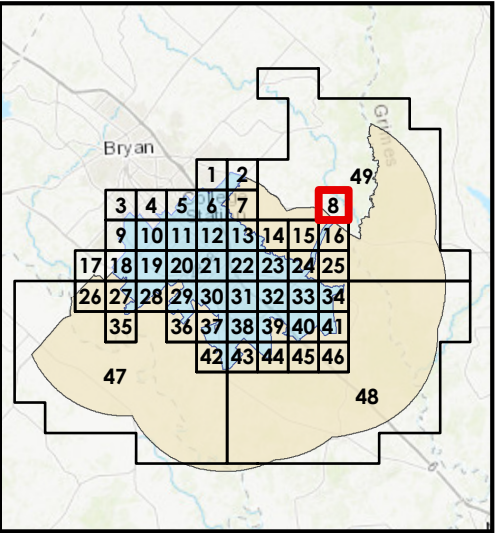
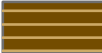
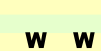
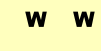
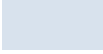
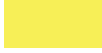
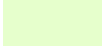
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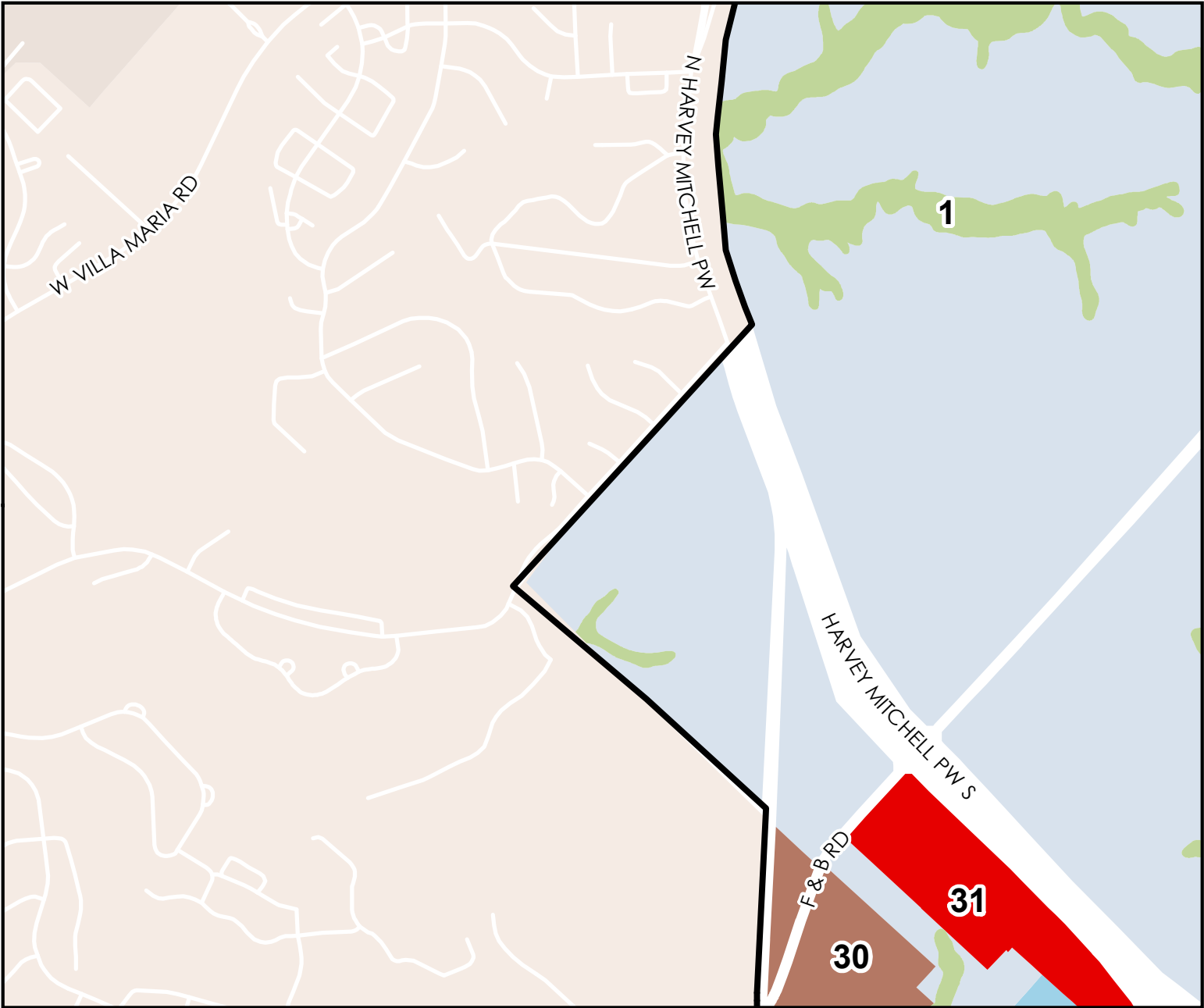
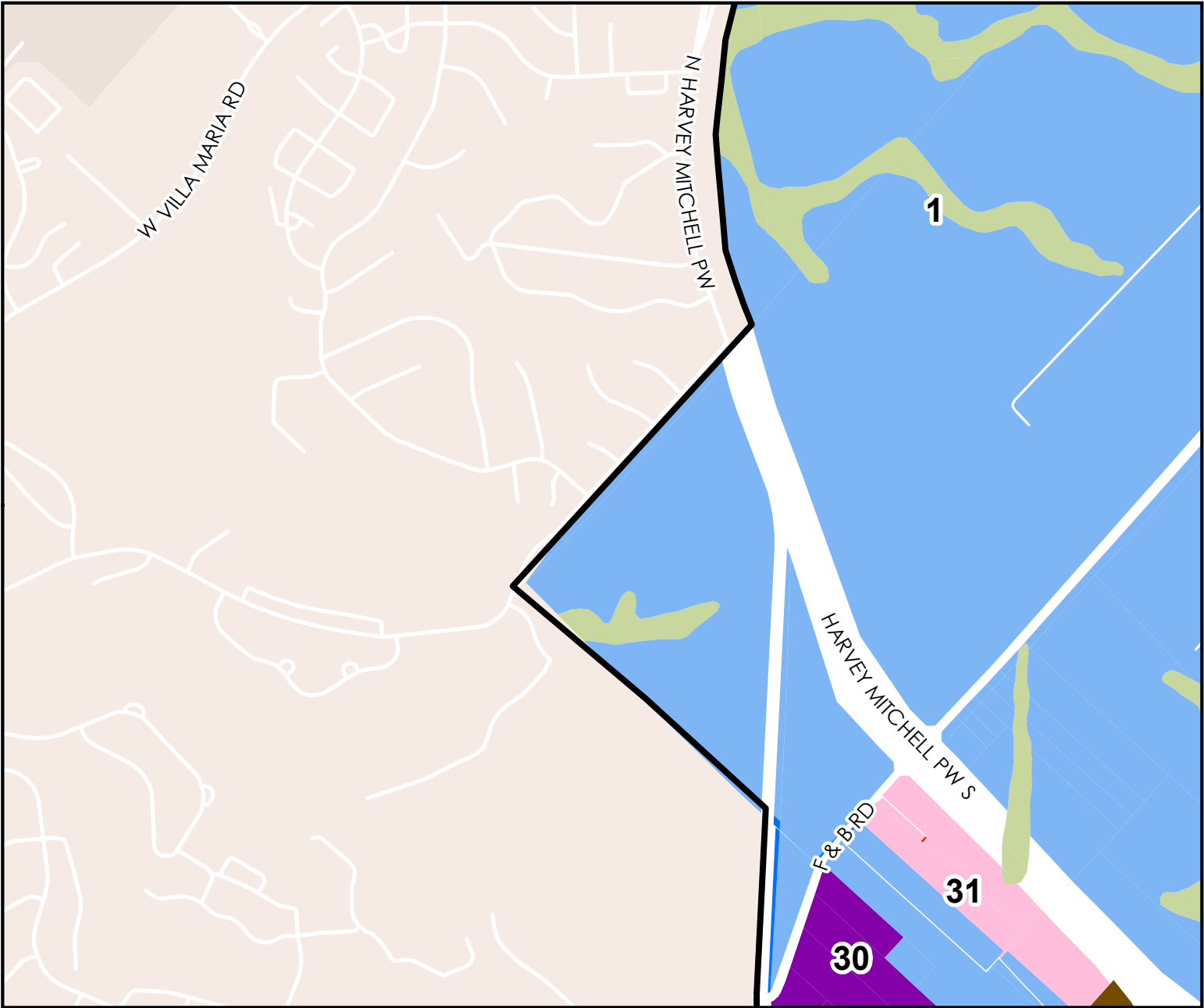
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	Urban Mixed Use		Medical Use		Wellborn Business Park		Neighborhood Center		Neighborhood Conservation	
	General Commercial		Institutional/Public		Wellborn Commercial		General Commercial		Medical	
	Suburban Commercial		Utilities		Wellborn Preserve		Neighborhood Commercial		Wellborn	
	Business Park		Texas A&M University		Wellborn Estate		Business Center		Institutional/Public	
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban		Urban Residential		Texas A&M University	
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban		Mixed Residential		Parks and Greenways	
	Estate		Water		Redevelopment Areas		Suburban Residential		Natural & Open Areas	
	Rural		Wellborn Preserve - Open				Estate Residential		Redevelopment Area	

ADOPTED/CURRENT PLAN

See Page 3

PROPOSED PLAN

[DRAFT]



See Page 18

Urban

Urban Mixed Use

General Commercial

Suburban Commercial

Business Park

General Suburban

Restricted Suburban

Estate

Rural

Neighborhood Conservation

Medical Use

Institutional/Public

Utilities

Texas A&M University

Natural Areas - Protected

Natural Areas - Reserved

Water

Wellborn Preserve - Open

Wellborn Estate - Open

Wellborn Business Park

Wellborn Commercial

Wellborn Preserve

Wellborn Estate

Wellborn Restricted Suburban

Wellborn Suburban

Redevelopment Areas

Urban Center

Neighborhood Center

General Commercial

Neighborhood Commercial

Business Center

Urban Residential

Mixed Residential

Suburban Residential

Estate Residential

Rural

Neighborhood Conservation

Medical

Wellborn

Institutional/Public

Texas A&M University

Parks and Greenways

Natural & Open Areas

Redevelopment Area

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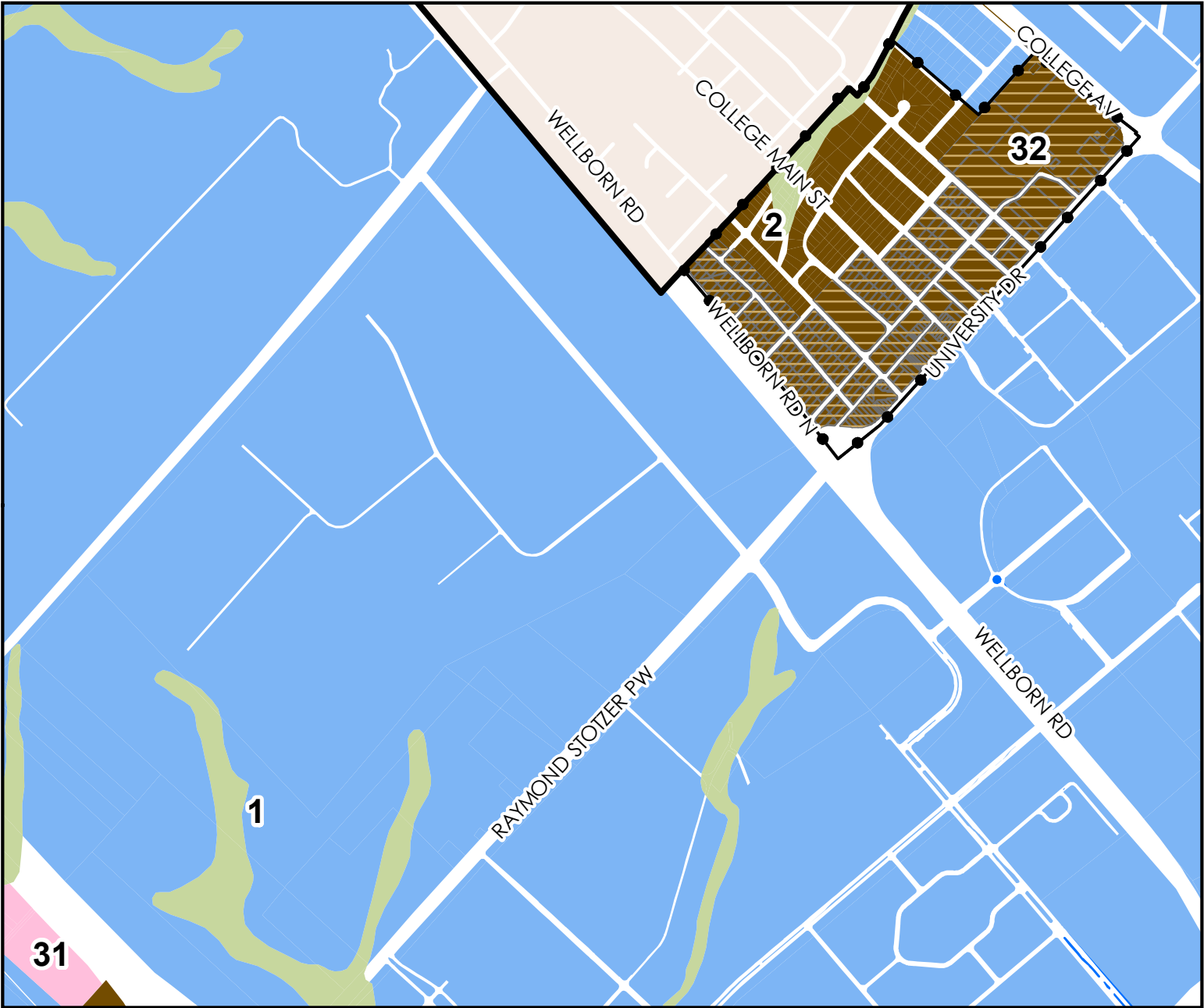
ADOPTED/CURRENT PLAN

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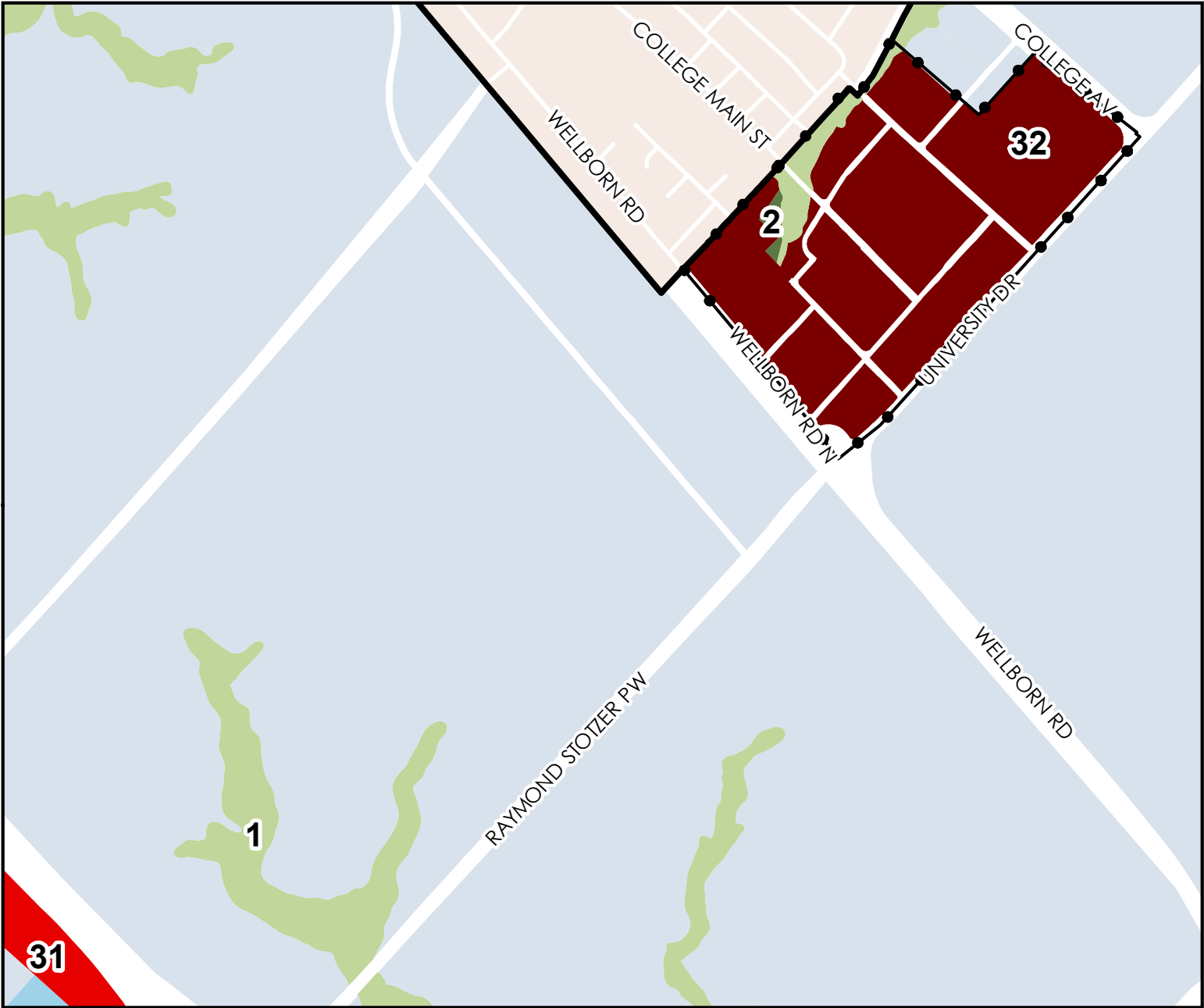
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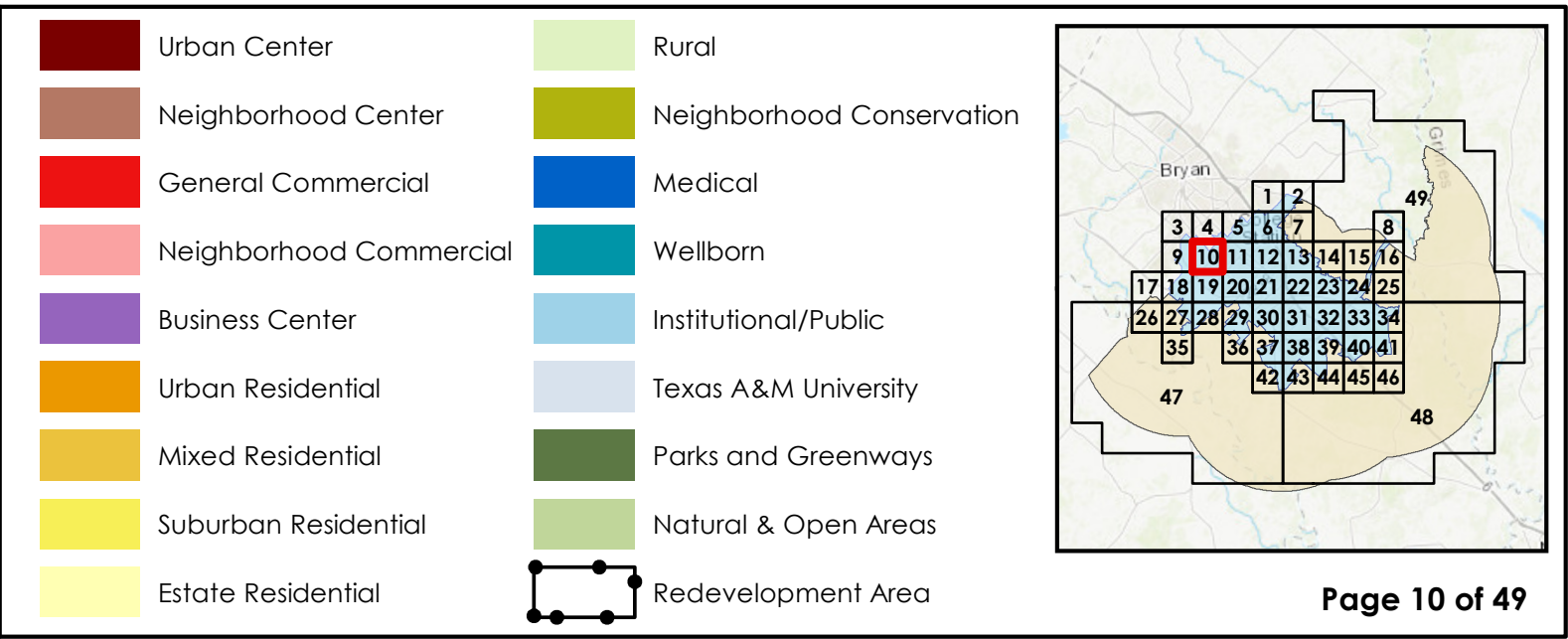
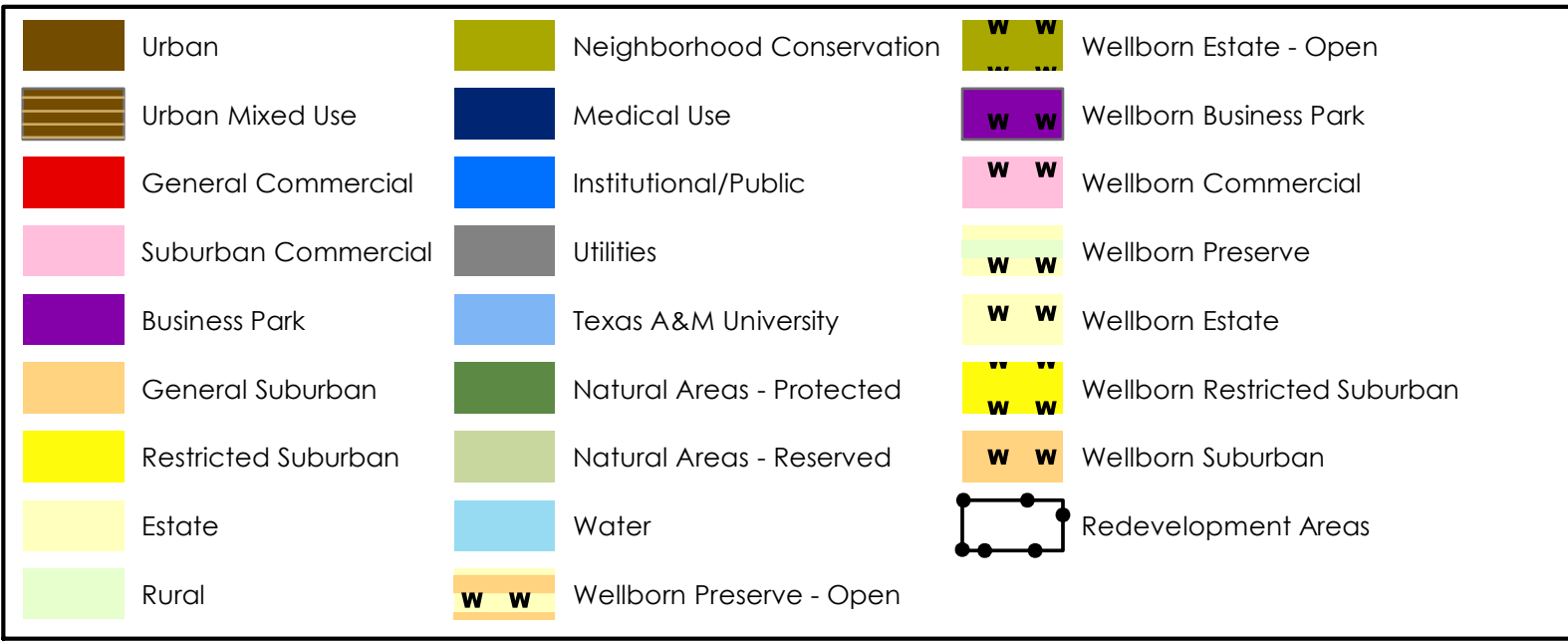
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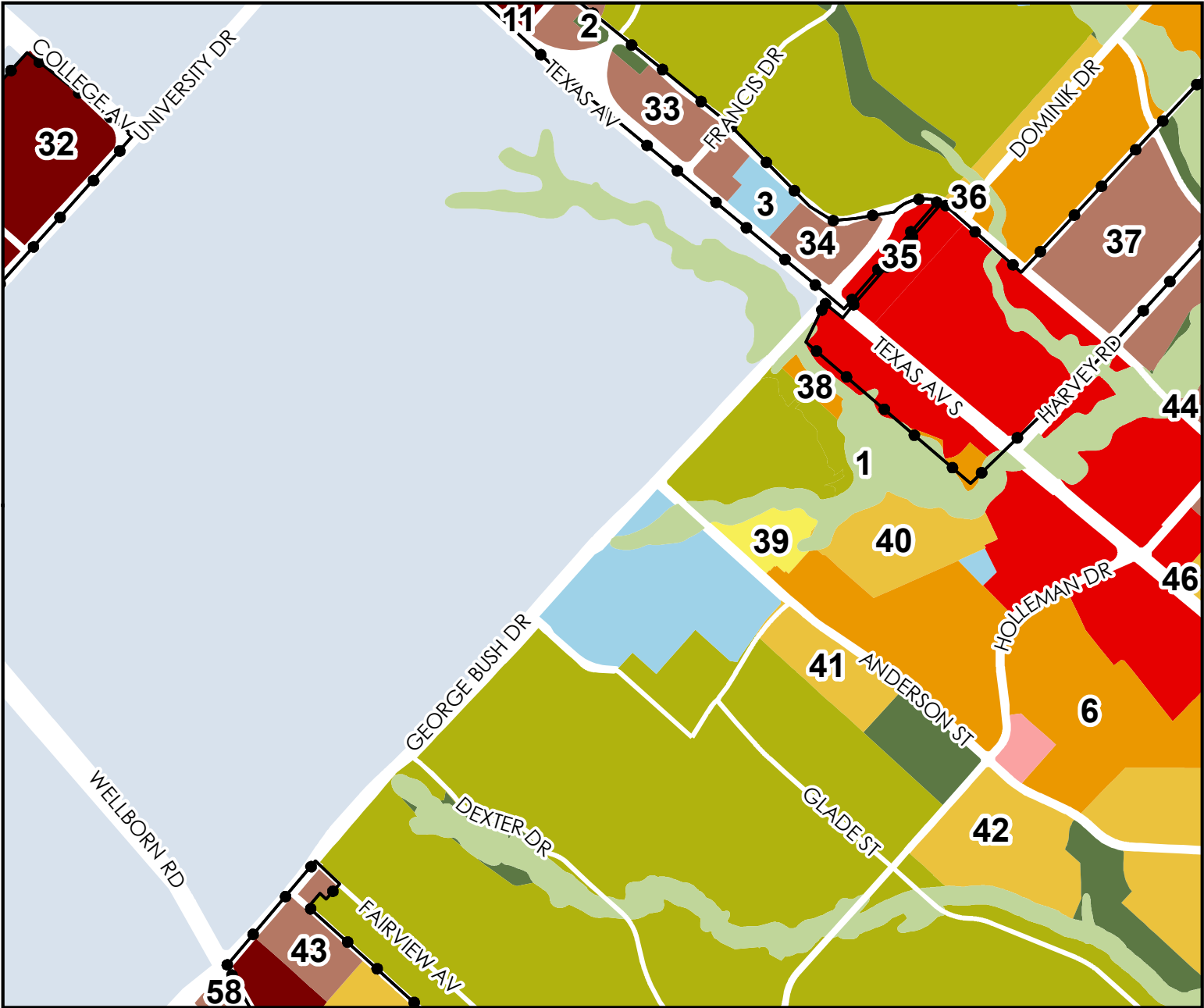
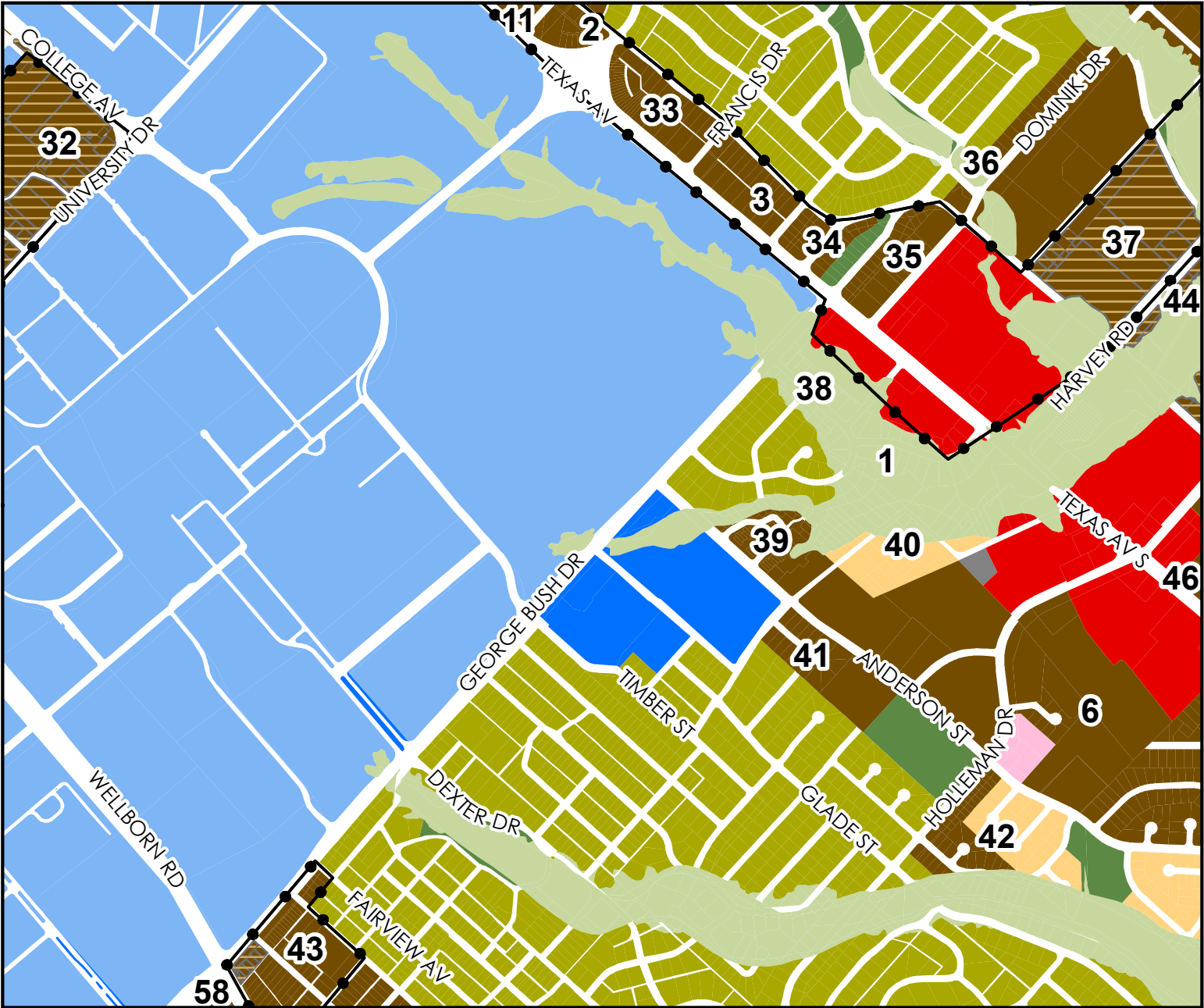


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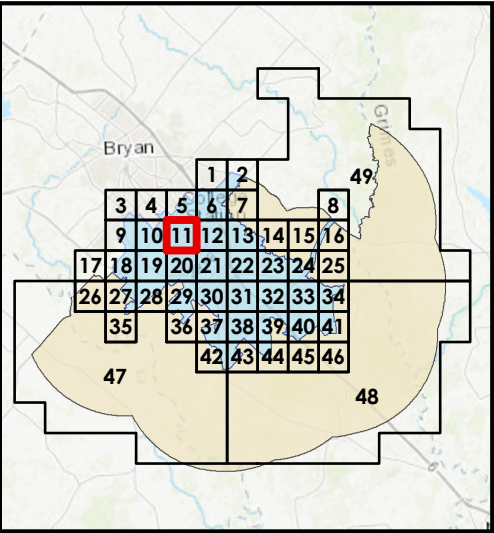
PROPOSED PLAN

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Urban	Neighborhood Conservation	Wellborn Estate - Open
Urban Mixed Use	Medical Use	Wellborn Business Park
General Commercial	Institutional/Public	Wellborn Commercial
Suburban Commercial	Utilities	Wellborn Preserve
Business Park	Texas A&M University	Wellborn Estate
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban
Estate	Water	Redevelopment Areas
Rural	Wellborn Preserve - Open	

Urban Center	Rural
Neighborhood Center	Neighborhood Conservation
General Commercial	Medical
Neighborhood Commercial	Wellborn
Business Center	Institutional/Public
Urban Residential	Texas A&M University
Mixed Residential	Parks and Greenways
Suburban Residential	Natural & Open Areas
Estate Residential	Redevelopment Area



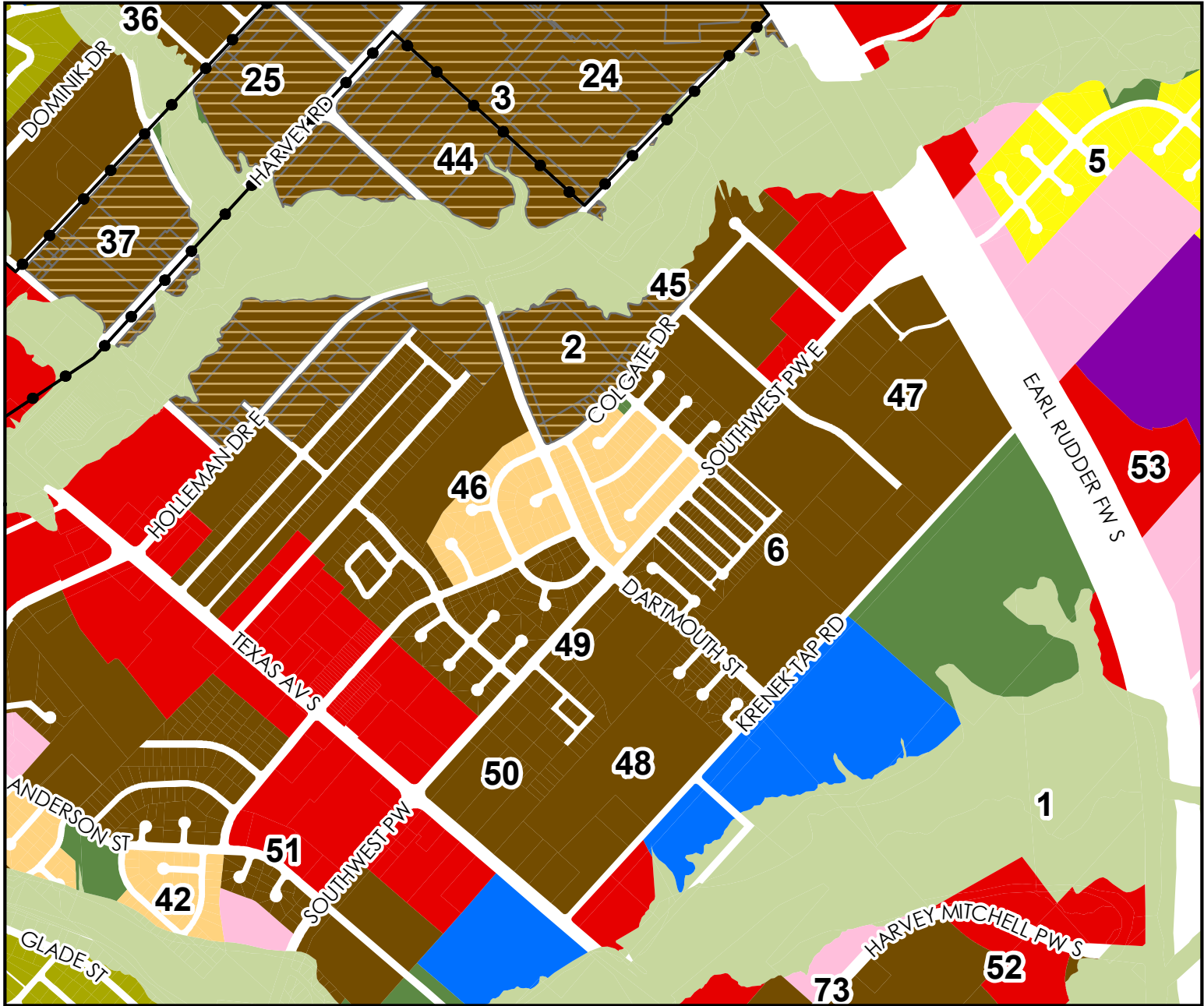
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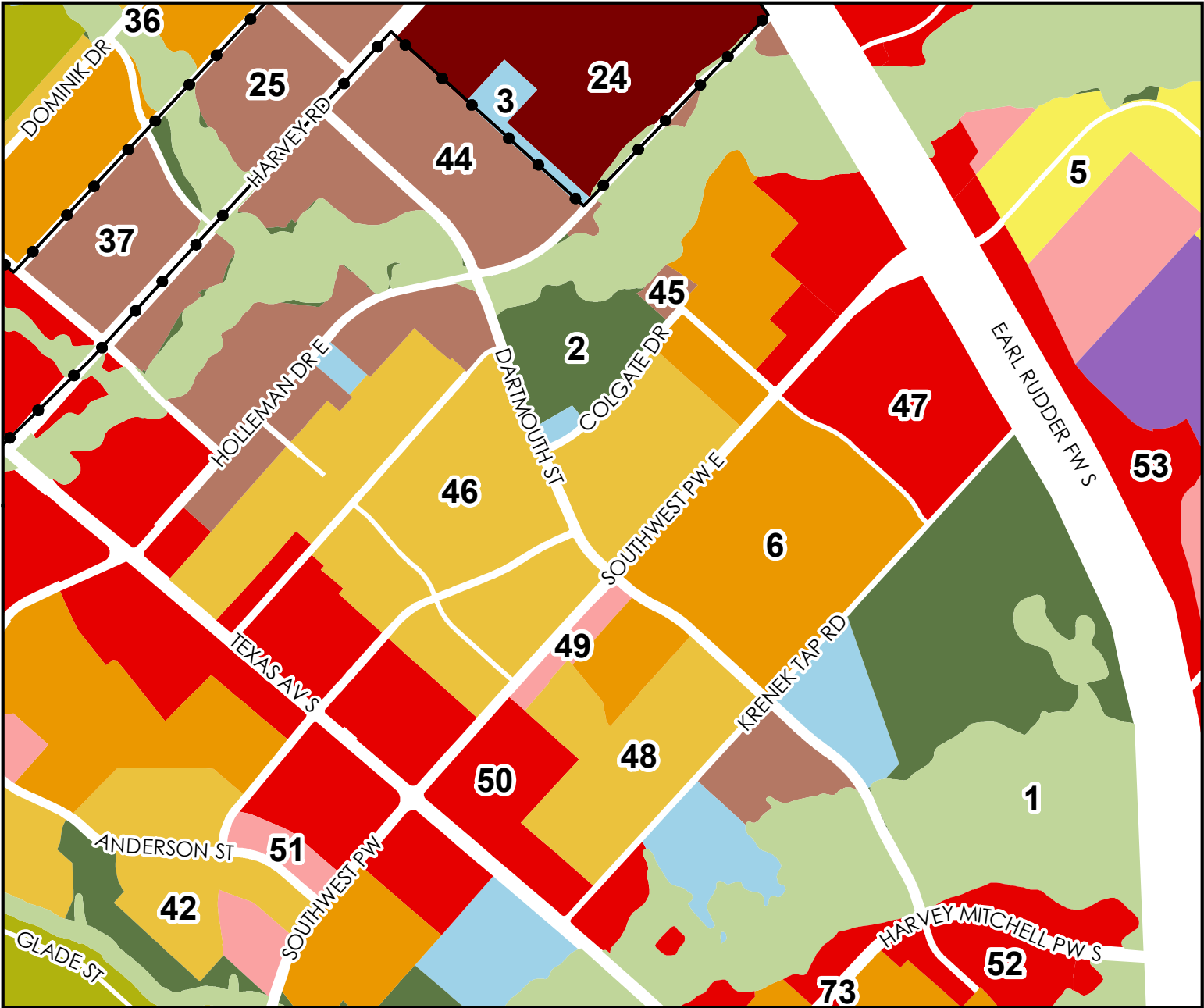
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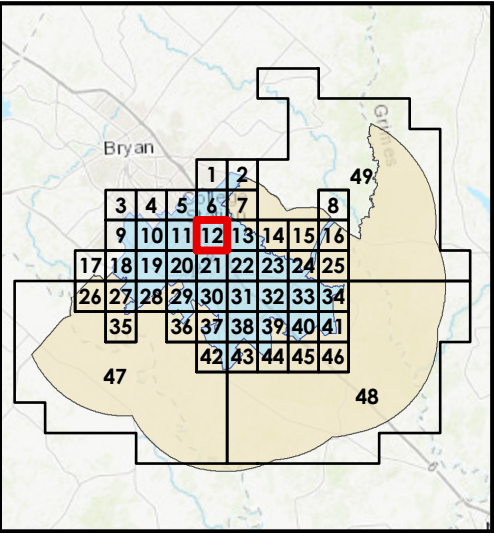
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area



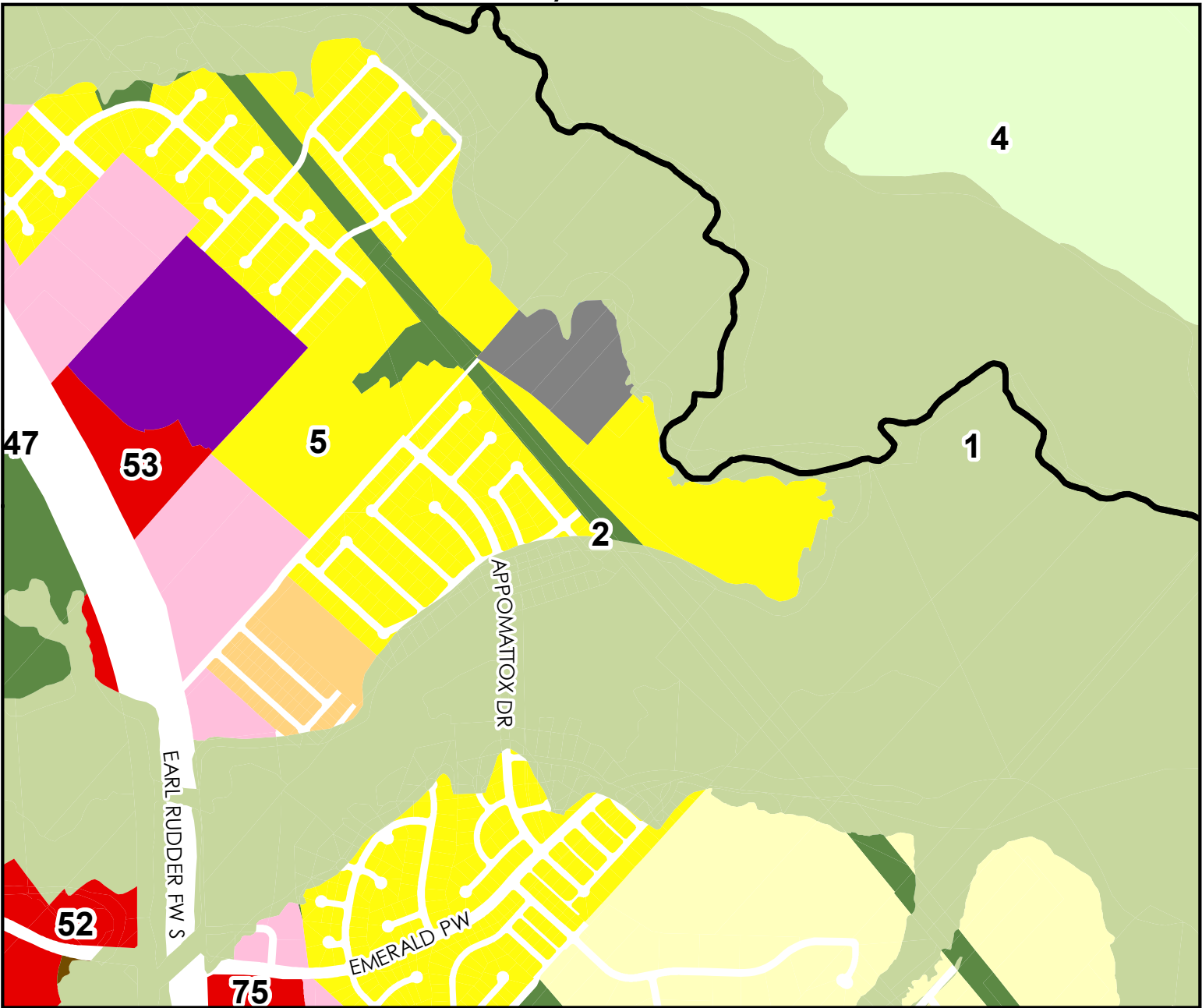
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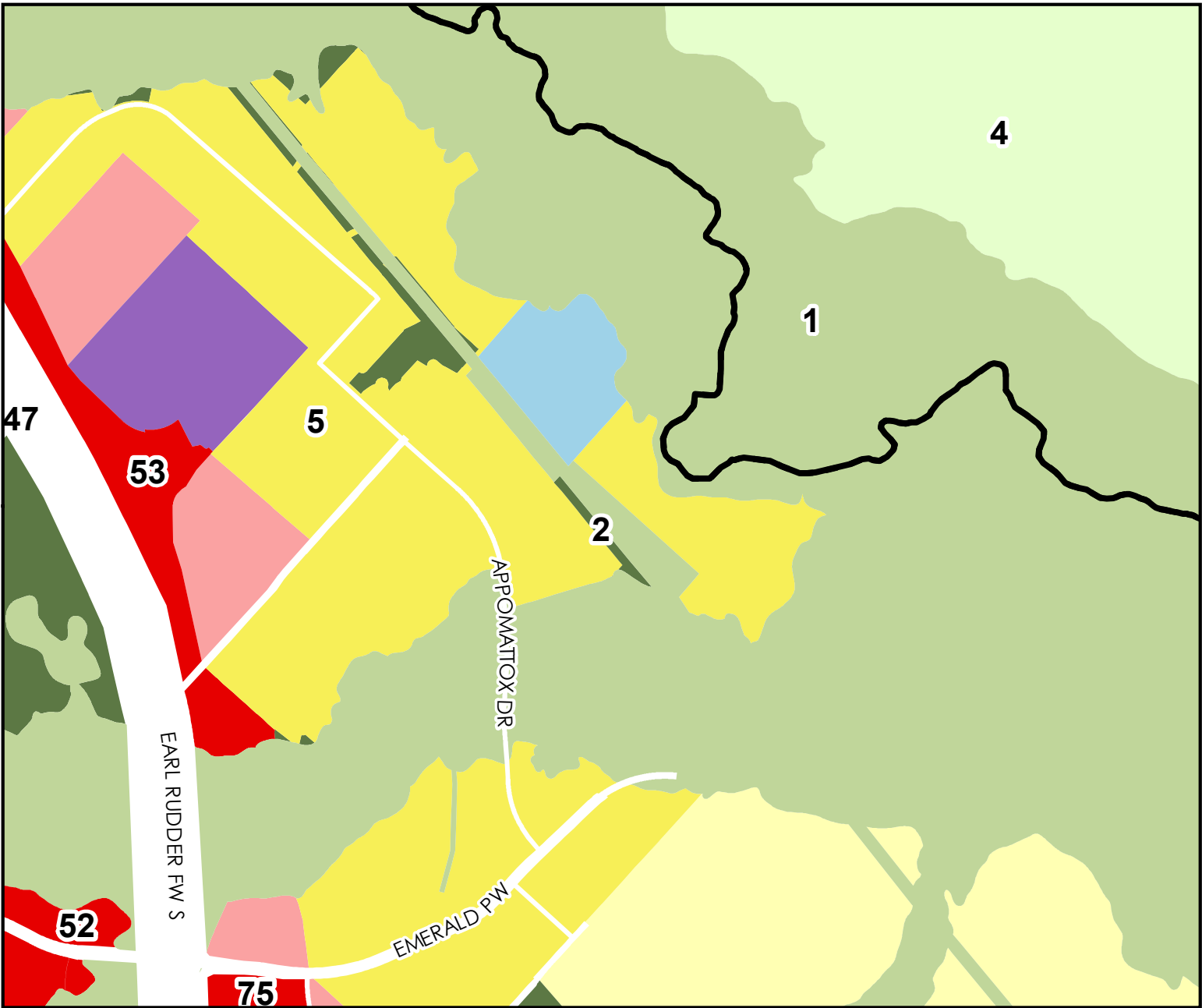
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See Page 14

Urban	Neighborhood Conservation	Wellborn Estate - Open	Urban Center	Rural
Urban Mixed Use	Medical Use	Wellborn Business Park	Neighborhood Center	Neighborhood Conservation
General Commercial	Institutional/Public	Wellborn Commercial	General Commercial	Medical
Suburban Commercial	Utilities	Wellborn Preserve	Neighborhood Commercial	Wellborn
Business Park	Texas A&M University	Wellborn Estate	Business Center	Institutional/Public
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban	Urban Residential	Texas A&M University
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban	Suburban Residential	Parks and Greenways
Estate	Water	Redevelopment Areas	Estate Residential	Natural & Open Areas
Rural	Wellborn Preserve - Open		Redevelopment Area	

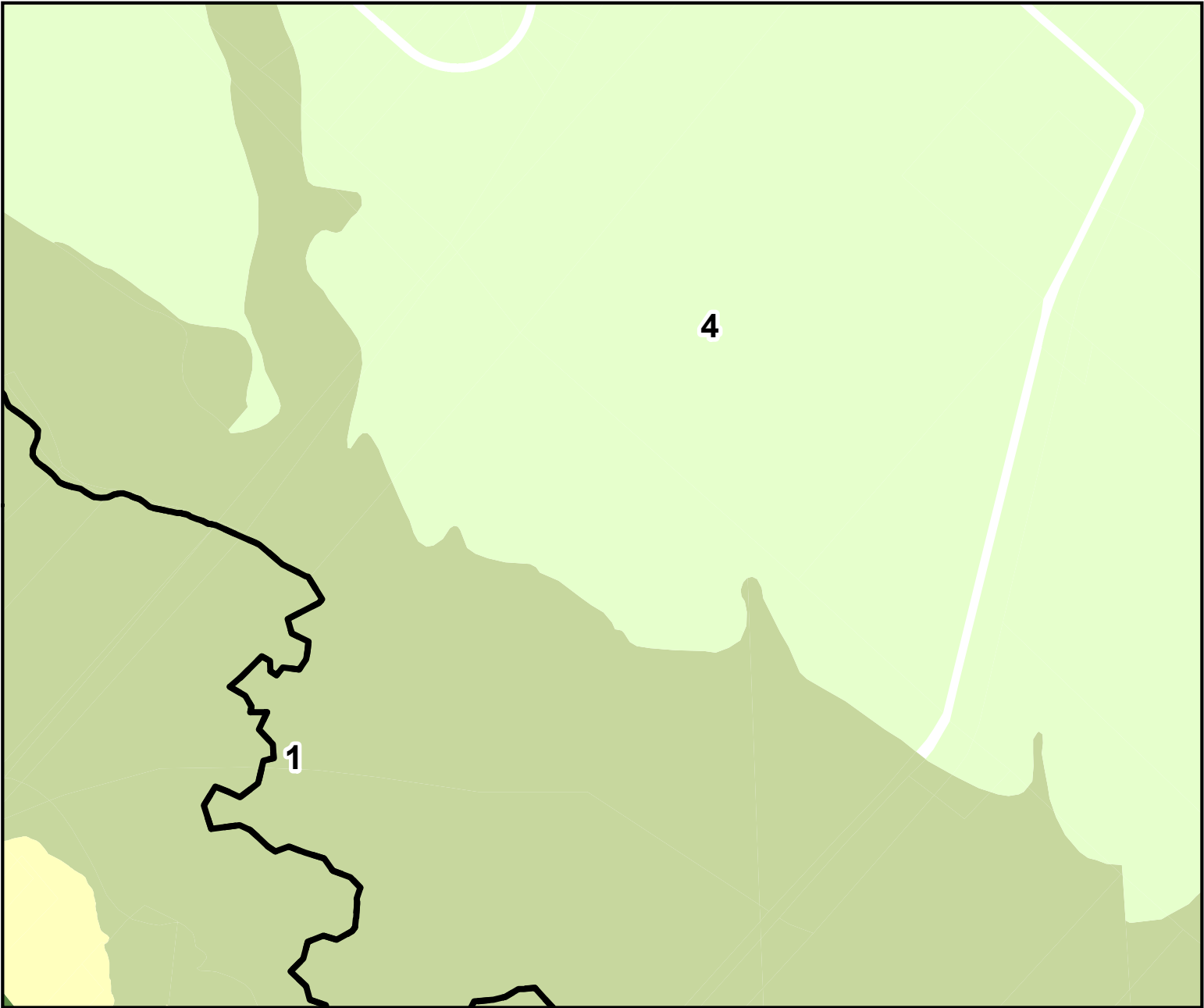
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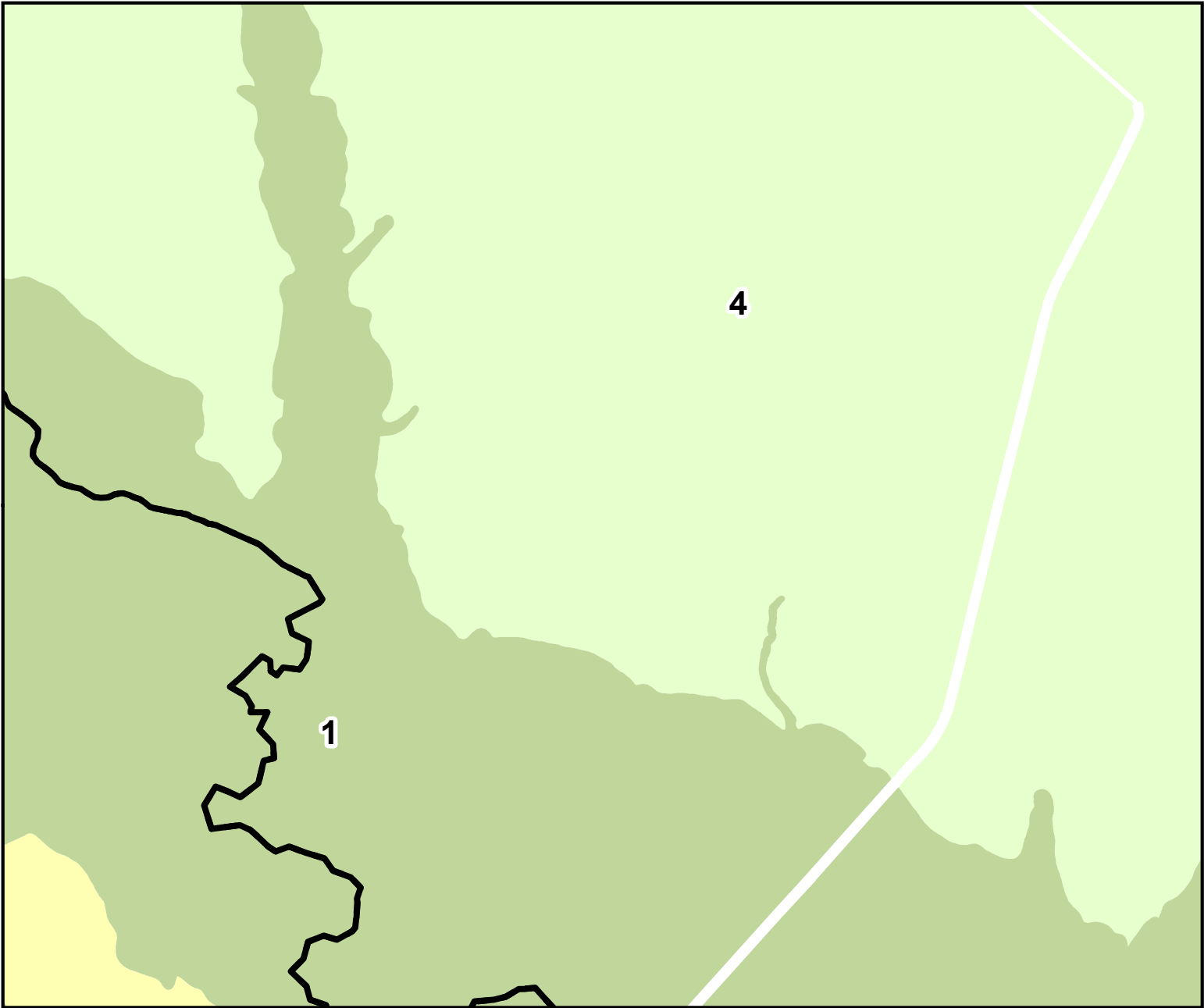
PROPOSED PLAN

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See Page 15

Urban

Urban Mixed Use

General Commercial

Suburban Commercial

Business Park

General Suburban

Restricted Suburban

Estate

Rural

Neighborhood Conservation

Medical Use

Institutional/Public

Utilities

Texas A&M University

Natural Areas - Protected

Natural Areas - Reserved

Water

Wellborn Preserve - Open

Wellborn Estate - Open

Wellborn Business Park

Wellborn Commercial

Wellborn Preserve

Wellborn Estate

Wellborn Restricted Suburban

Wellborn Suburban

Redevelopment Areas

Urban Center

Neighborhood Center

General Commercial

Neighborhood Commercial

Business Center

Urban Residential

Mixed Residential

Suburban Residential

Estate Residential

Rural

Neighborhood Conservation

Medical

Wellborn

Institutional/Public

Texas A&M University

Parks and Greenways

Natural & Open Areas

Redevelopment Area

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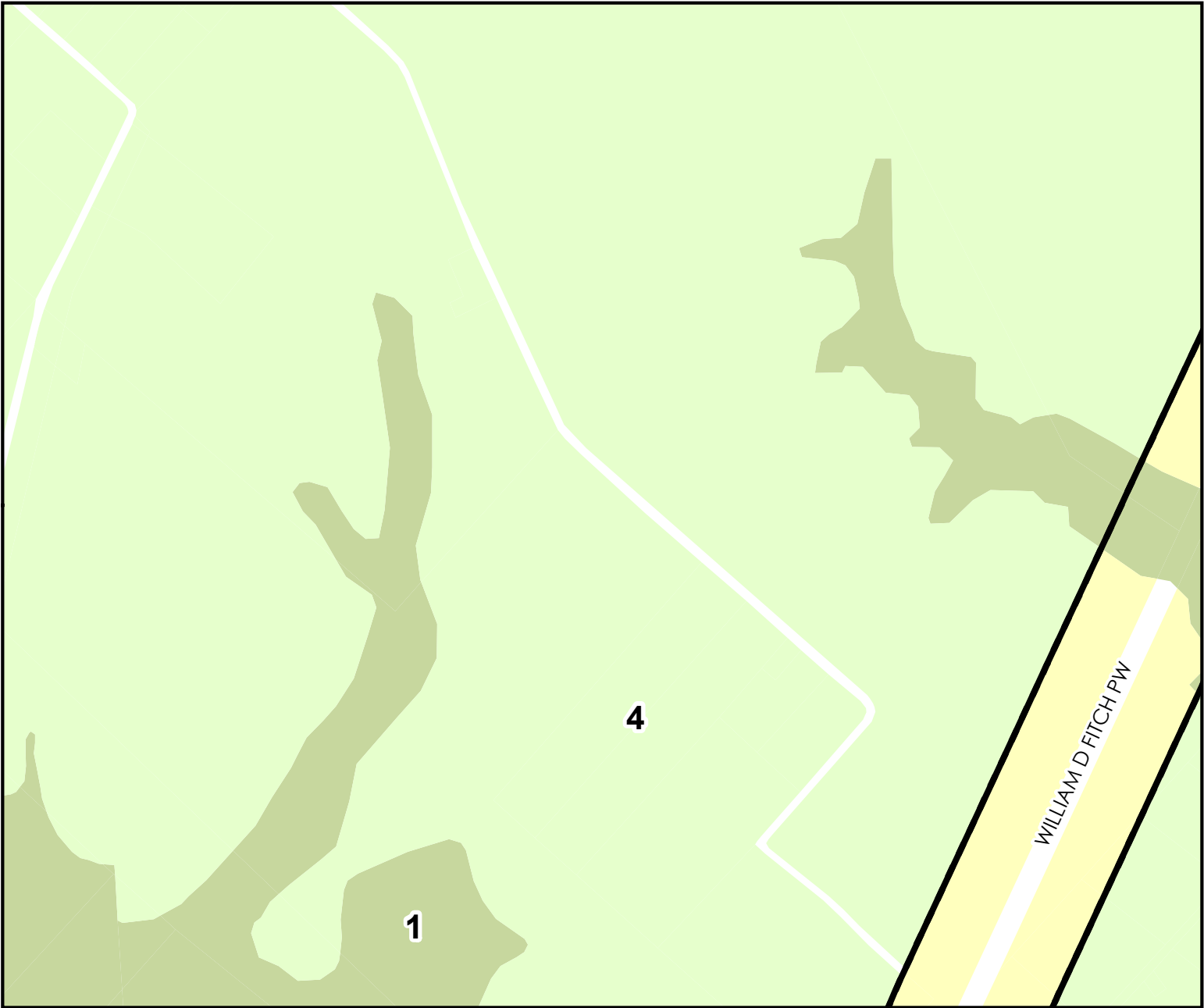
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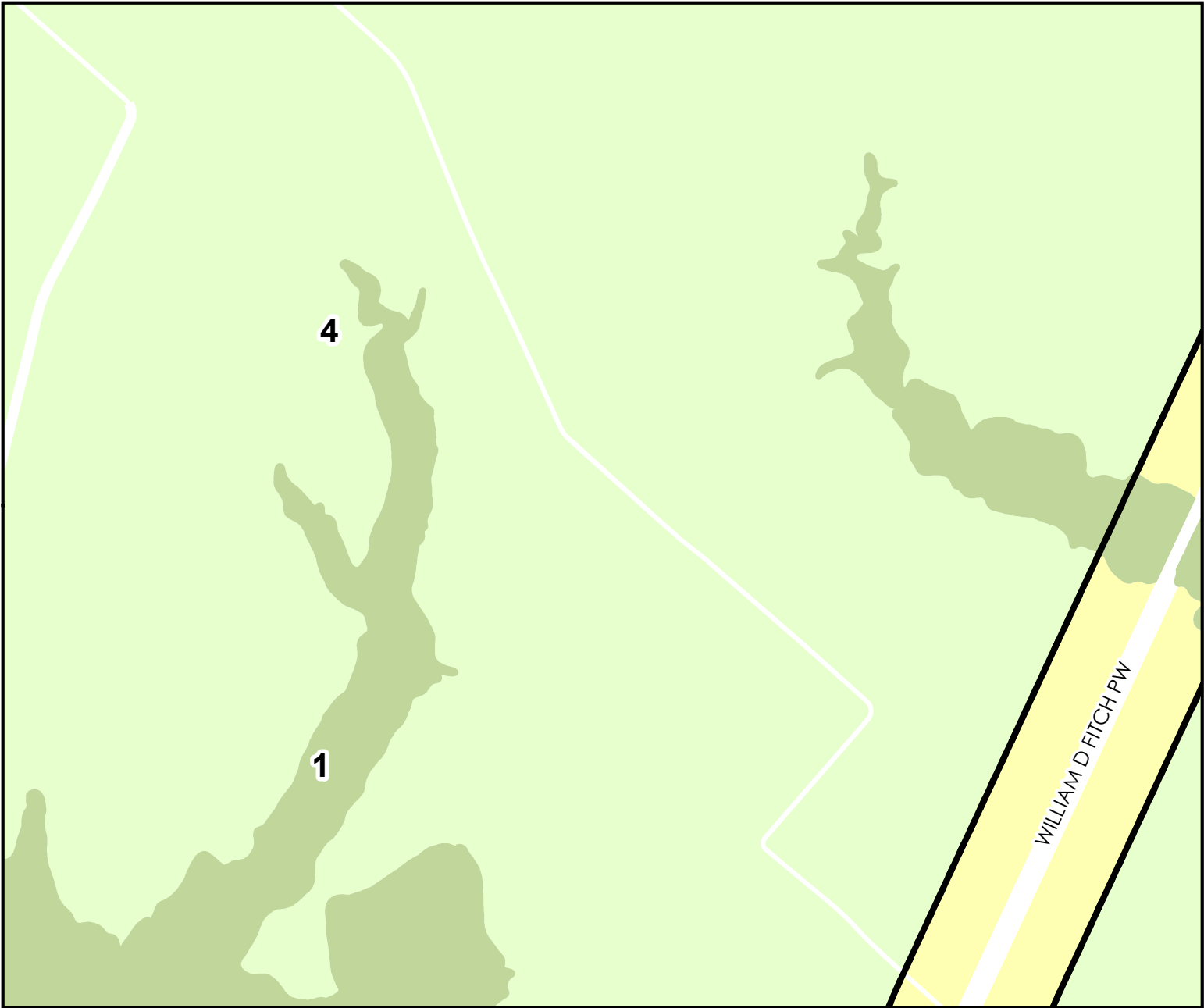
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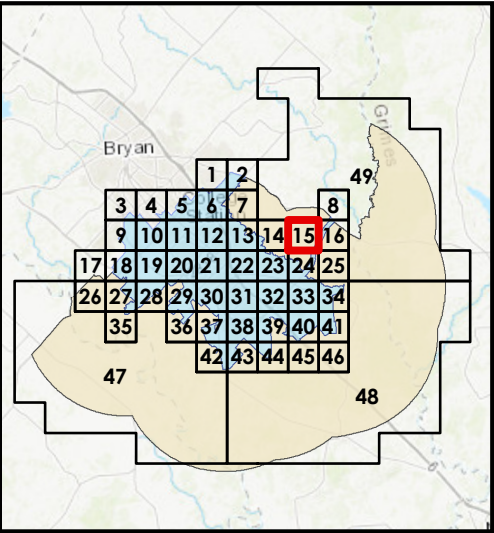


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Urban	Neighborhood Conservation	Wellborn Estate - Open	Urban Center	Rural
Urban Mixed Use	Medical Use	Wellborn Business Park	Neighborhood Center	Neighborhood Conservation
General Commercial	Institutional/Public	Wellborn Commercial	General Commercial	Medical
Suburban Commercial	Utilities	Wellborn Preserve	Neighborhood Commercial	Wellborn
Business Park	Texas A&M University	Wellborn Estate	Business Center	Institutional/Public
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban	Urban Residential	Texas A&M University
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban	Mixed Residential	Parks and Greenways
Estate	Water	Redevelopment Areas	Suburban Residential	Natural & Open Areas
Rural	Wellborn Preserve - Open		Estate Residential	Redevelopment Area

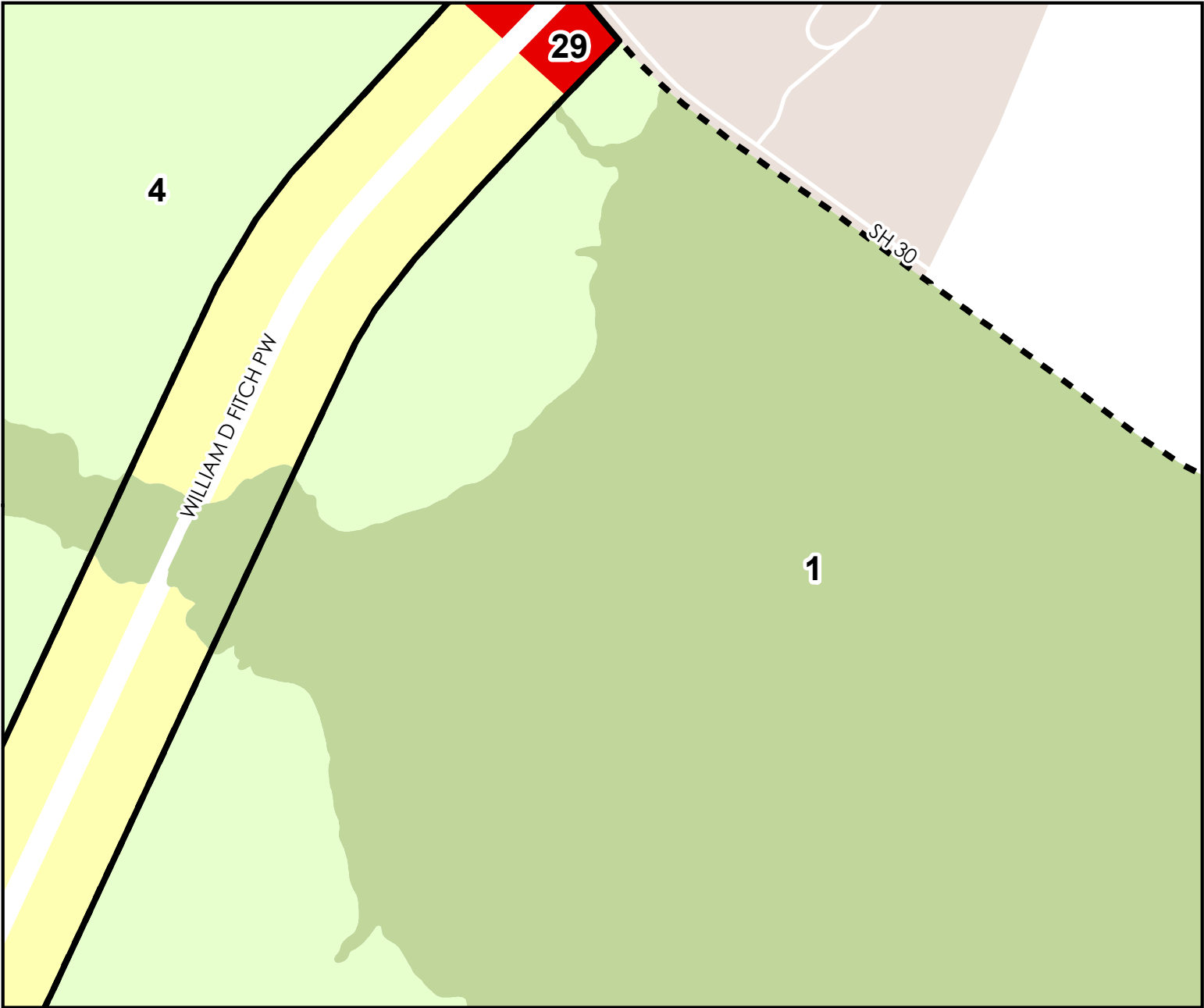
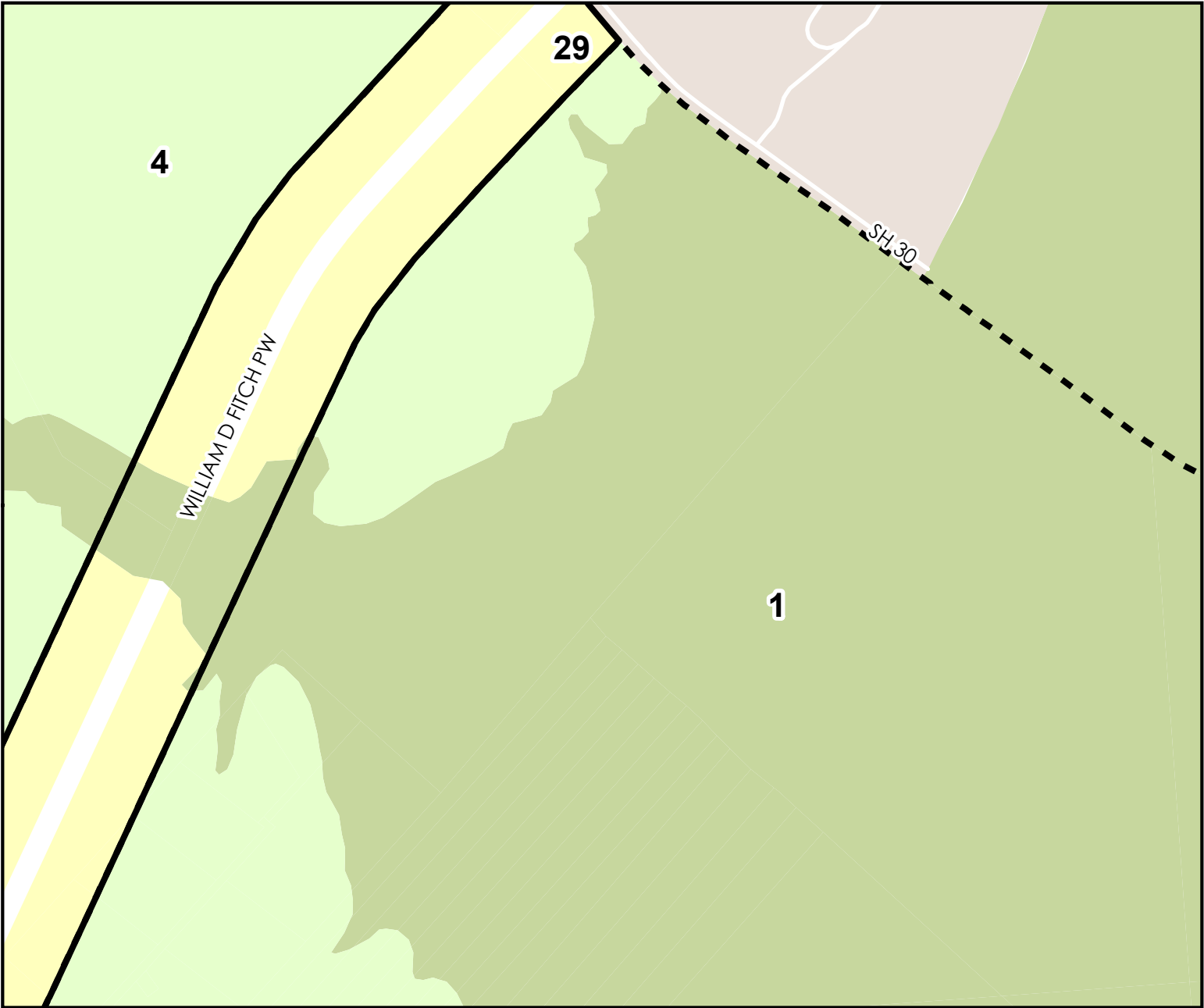


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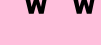
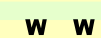
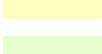
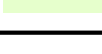
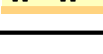
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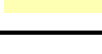
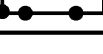
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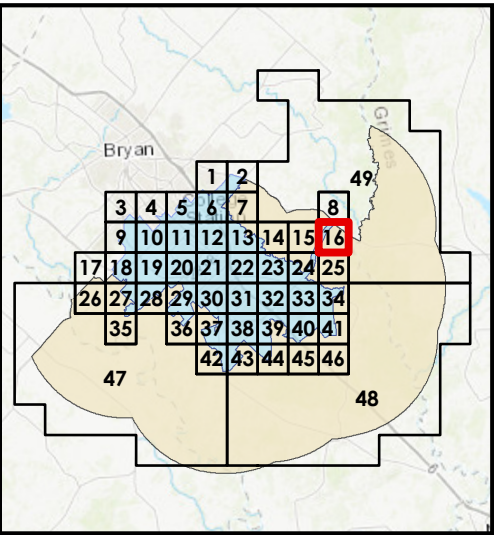
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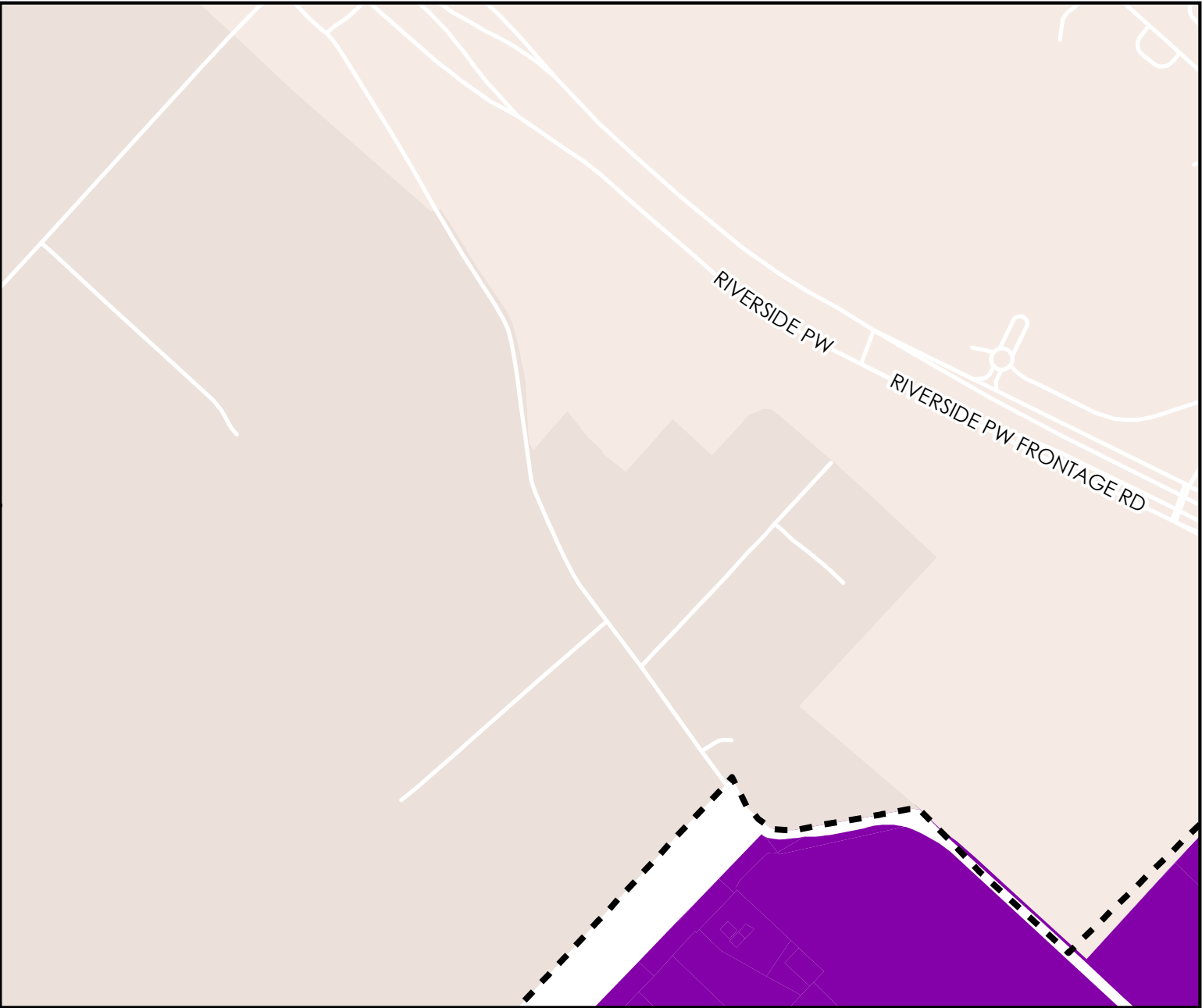
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	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area



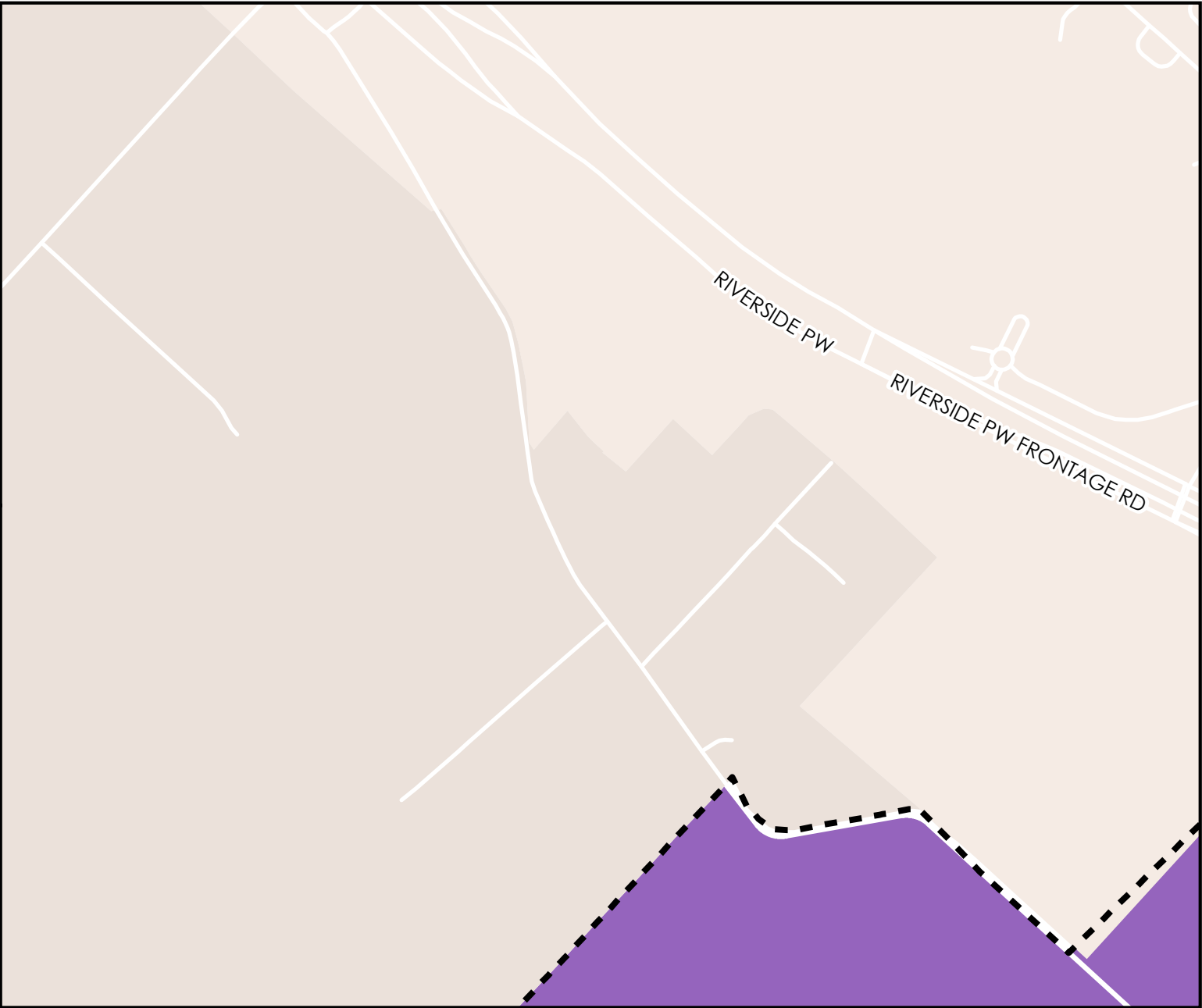
ADOPTED/CURRENT PLAN



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PROPOSED PLAN

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See Page 18

Urban

Urban Mixed Use

General Commercial

Suburban Commercial

Business Park

General Suburban

Restricted Suburban

Estate

Rural

Neighborhood Conservation

Medical Use

Institutional/Public

Utilities

Texas A&M University

Natural Areas - Protected

Natural Areas - Reserved

Water

Wellborn Preserve - Open

Wellborn Estate - Open

Wellborn Business Park

Wellborn Commercial

Wellborn Preserve

Wellborn Estate

Wellborn Restricted Suburban

Wellborn Suburban

Redevelopment Areas

Urban Center

Neighborhood Center

General Commercial

Neighborhood Commercial

Business Center

Urban Residential

Mixed Residential

Suburban Residential

Estate Residential

Rural

Neighborhood Conservation

Medical

Wellborn

Institutional/Public

Texas A&M University

Parks and Greenways

Natural & Open Areas

Redevelopment Area

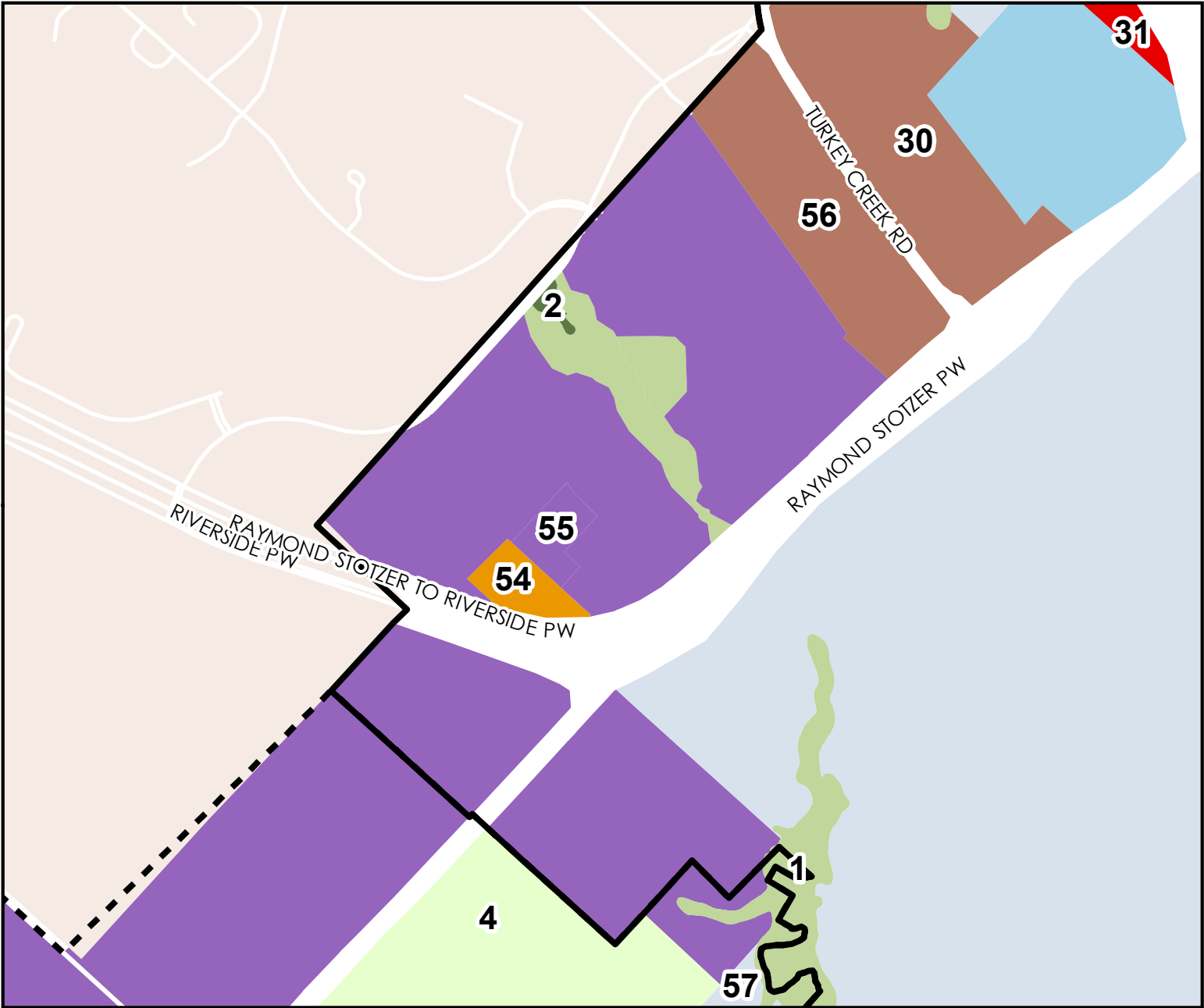
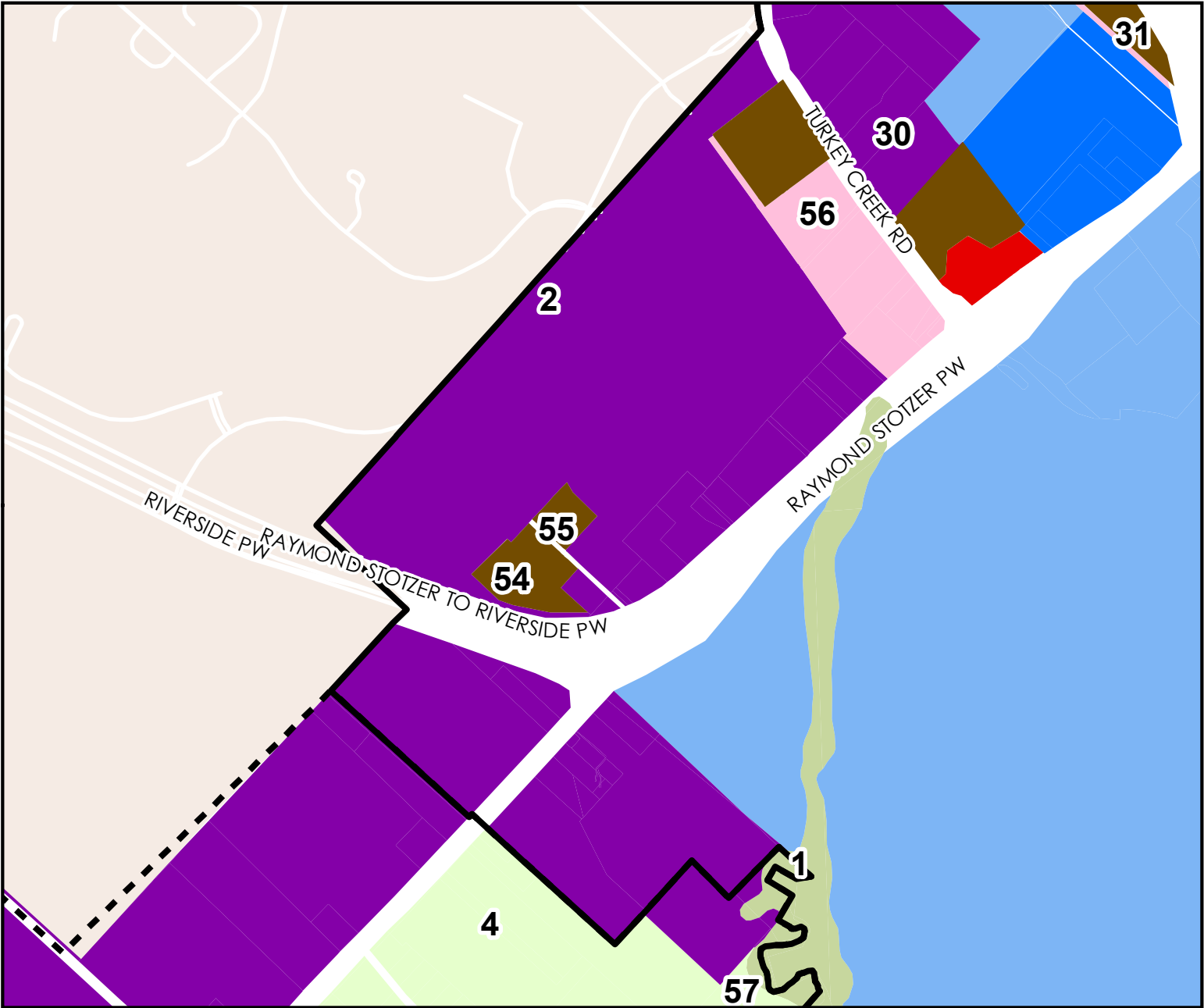
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ADOPTED/CURRENT PLAN

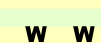
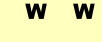
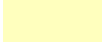
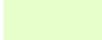
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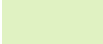
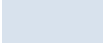
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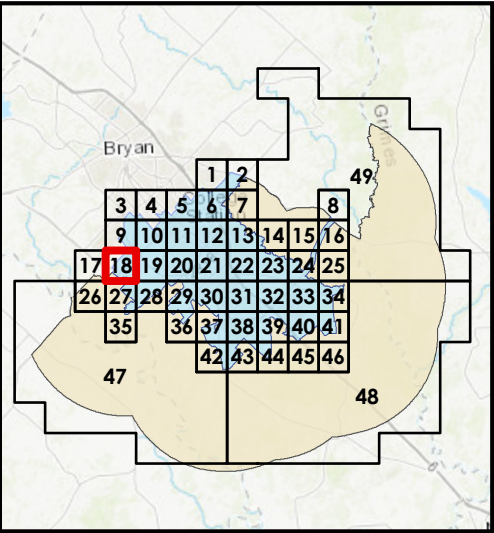
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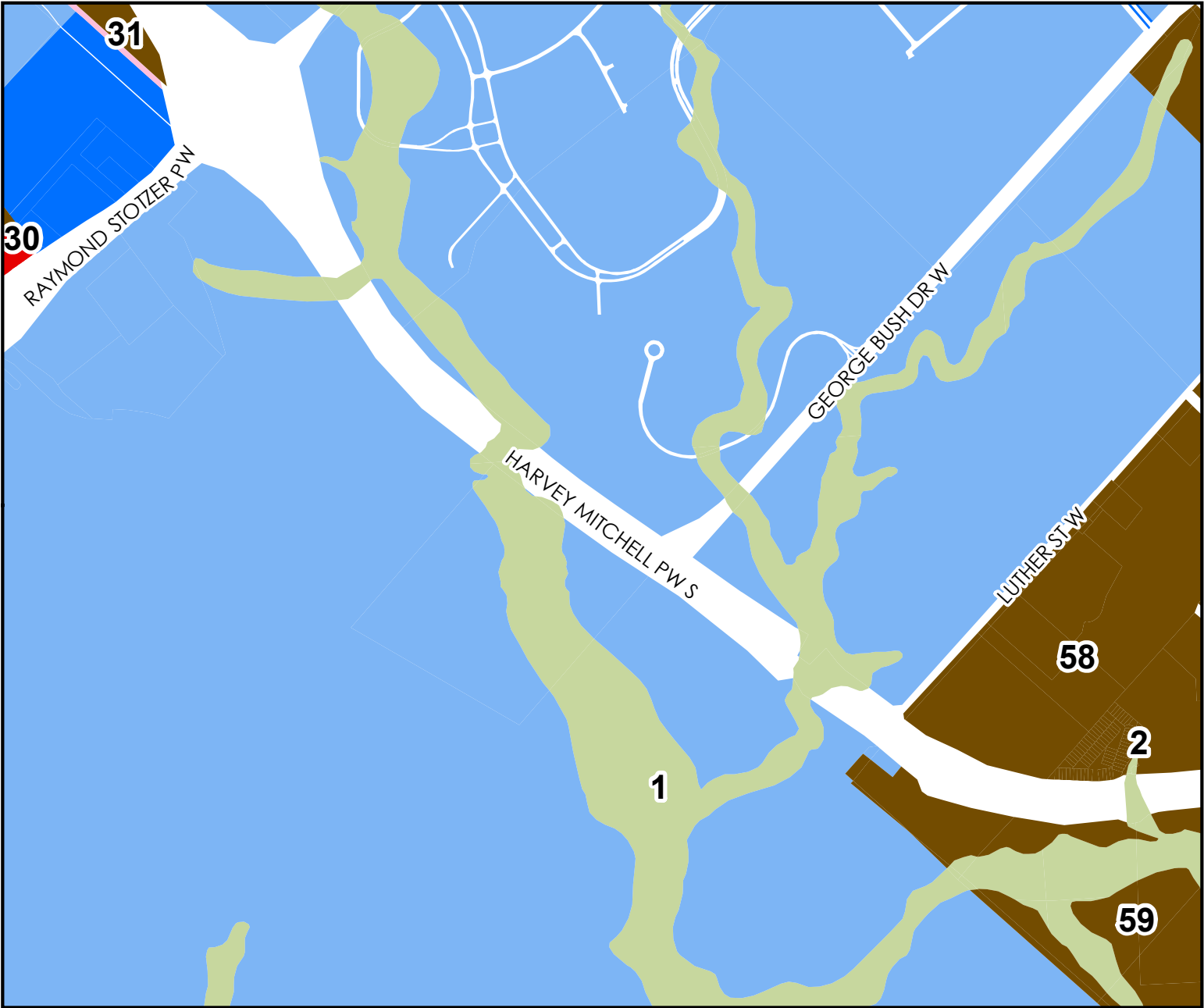
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	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

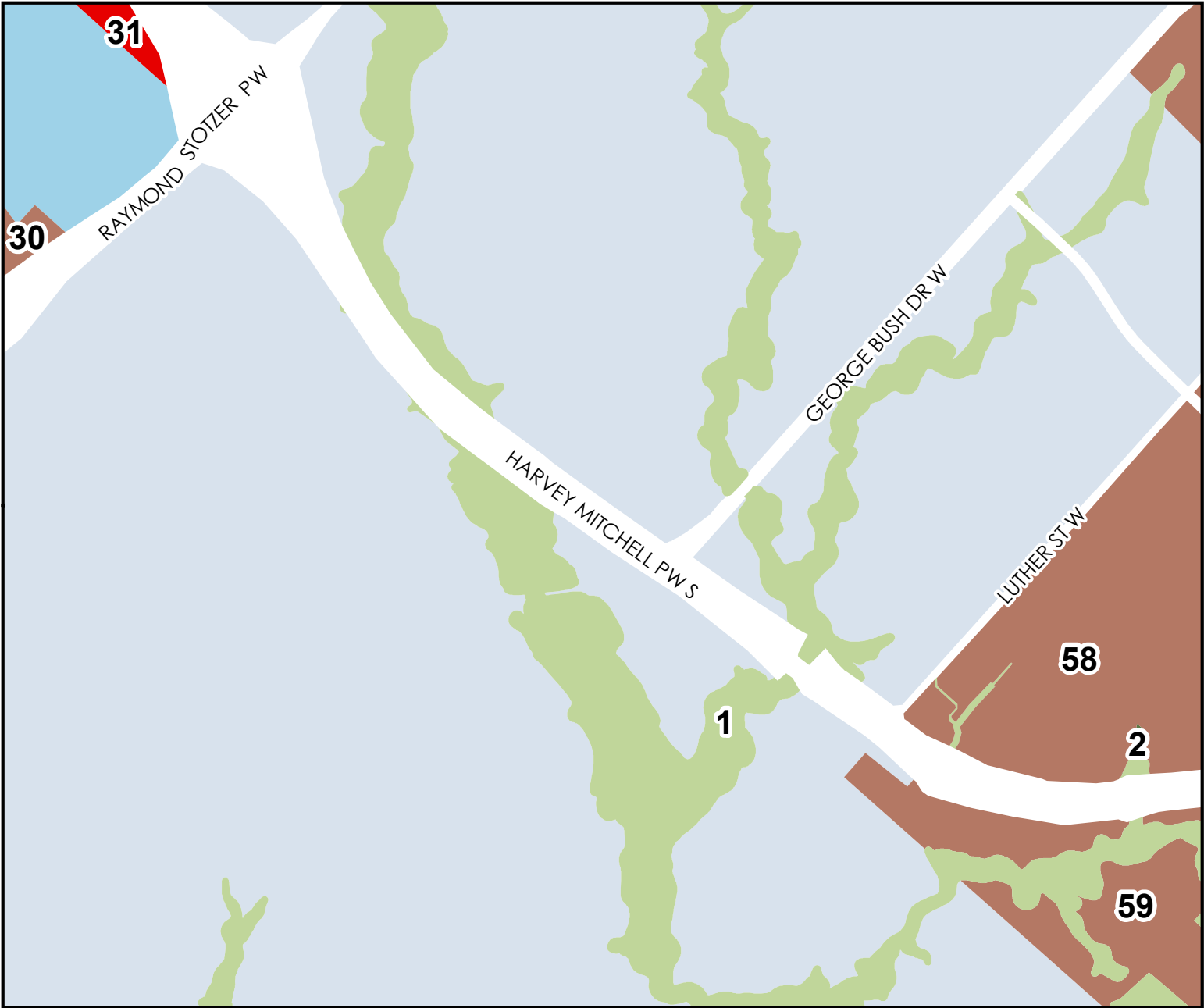


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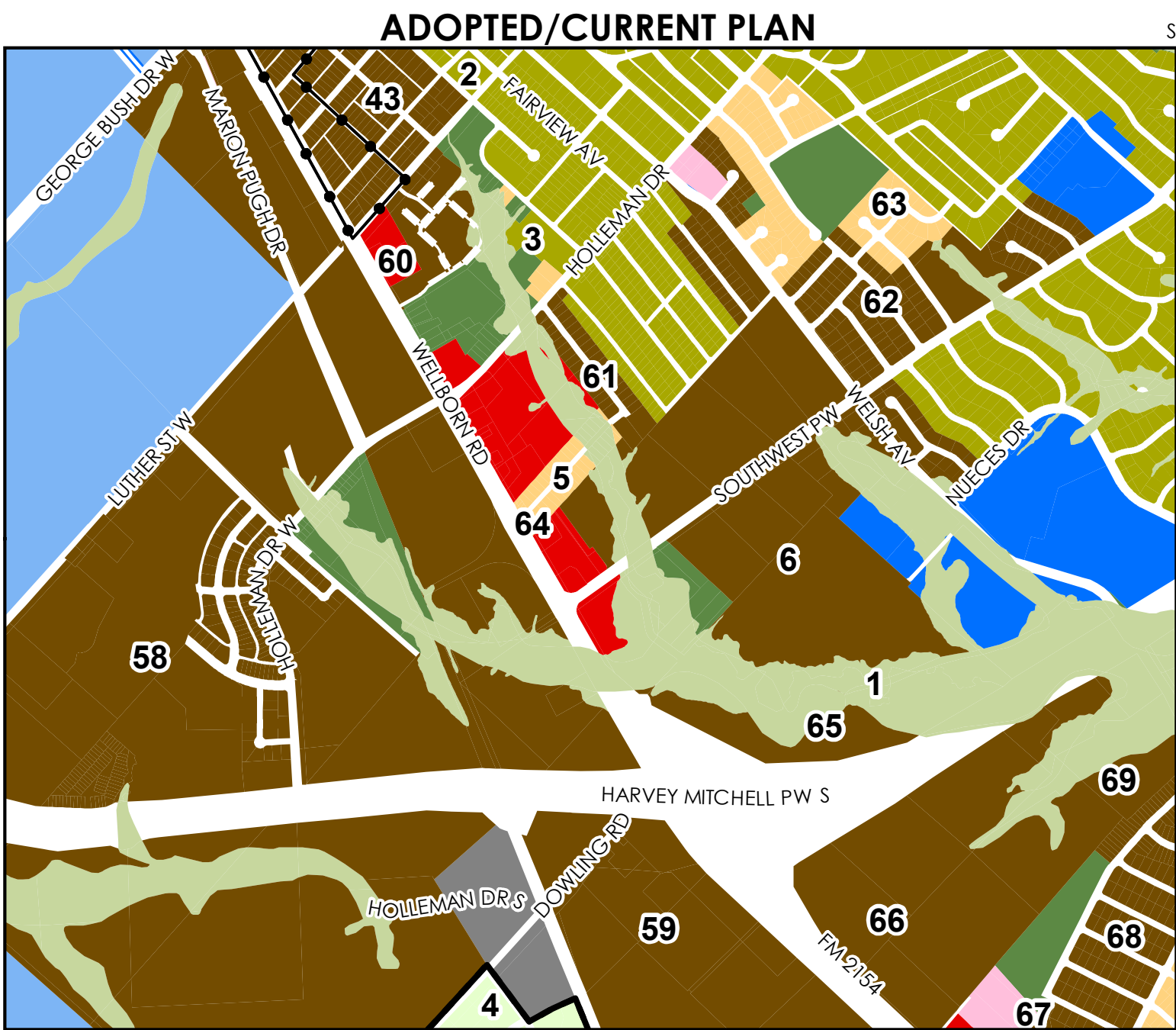
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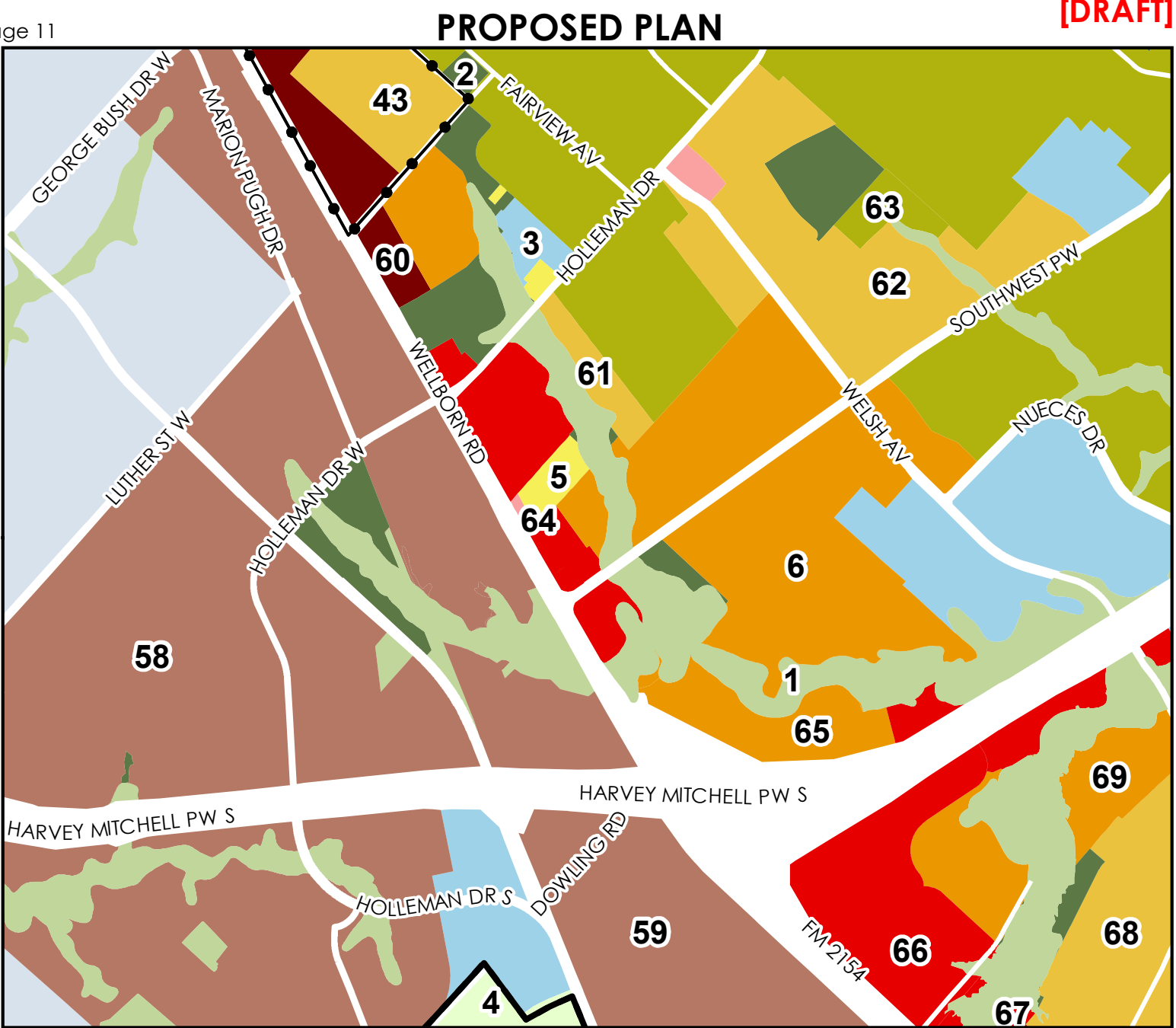
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Urban	Neighborhood Conservation	Wellborn Estate - Open
Urban Mixed Use	Medical Use	Wellborn Business Park
General Commercial	Institutional/Public	Wellborn Commercial
Suburban Commercial	Utilities	Wellborn Preserve
Business Park	Texas A&M University	Wellborn Estate
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban
Estate	Water	Redevelopment Areas
Rural	Wellborn Preserve - Open	

Urban Center	Rural
Neighborhood Center	Neighborhood Conservation
General Commercial	Medical
Neighborhood Commercial	Wellborn
Business Center	Institutional/Public
Urban Residential	Texas A&M University
Mixed Residential	Parks and Greenways
Suburban Residential	Natural & Open Areas
Estate Residential	Redevelopment Area



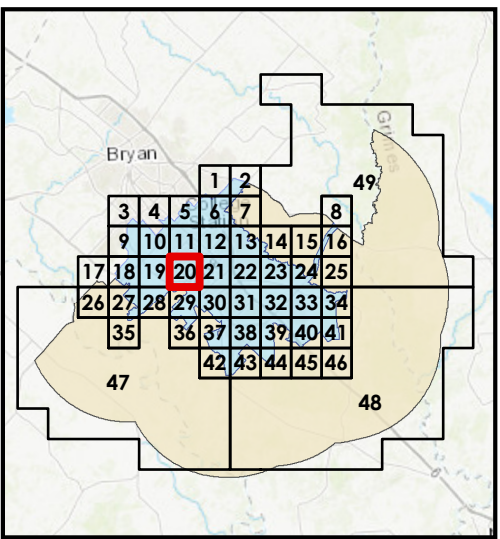
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

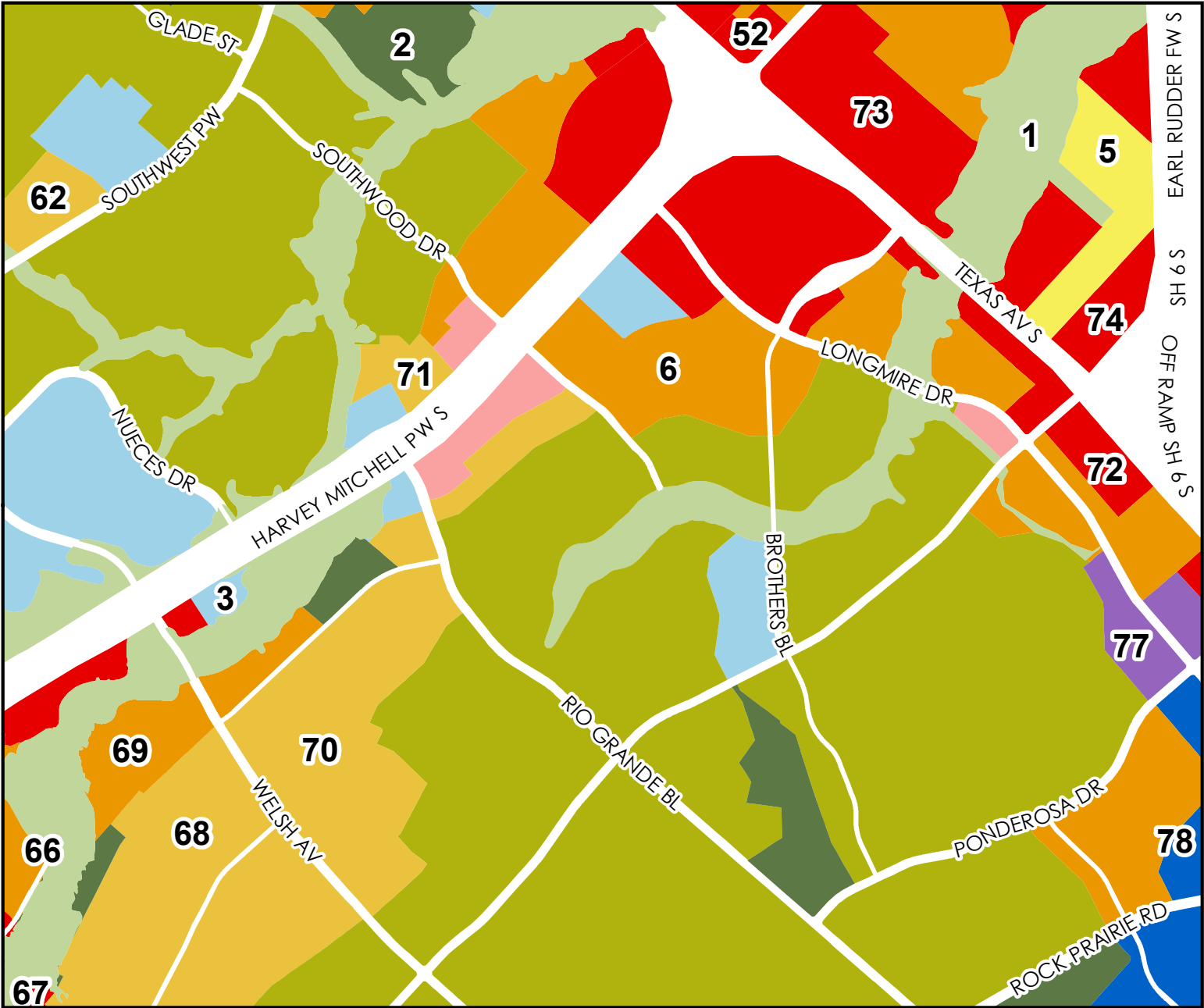
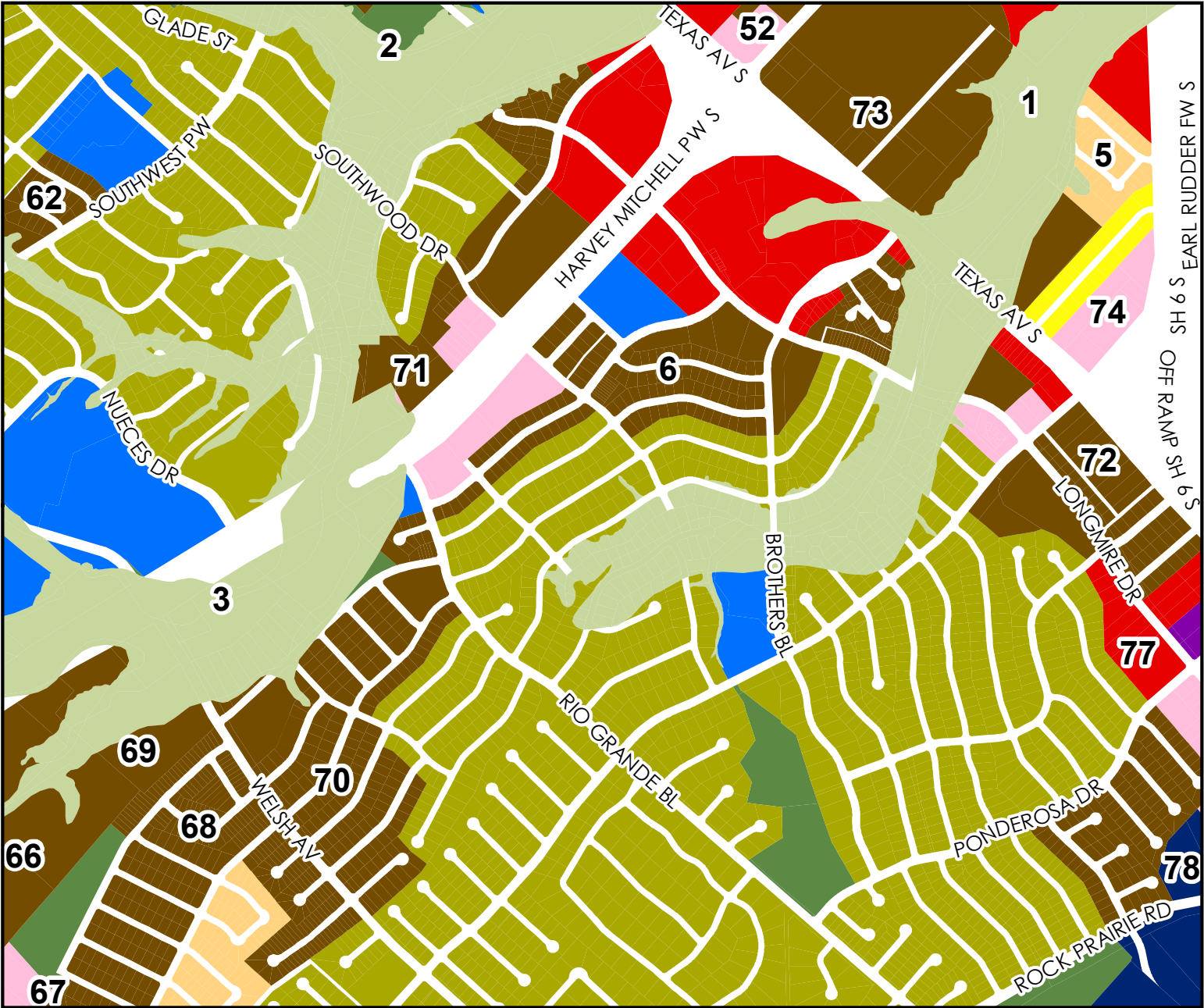


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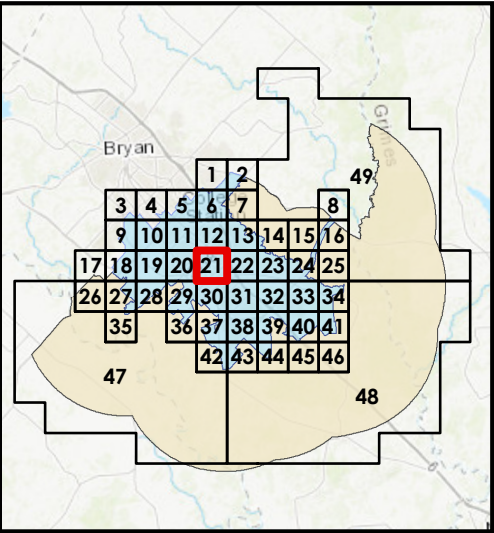
PROPOSED PLAN

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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

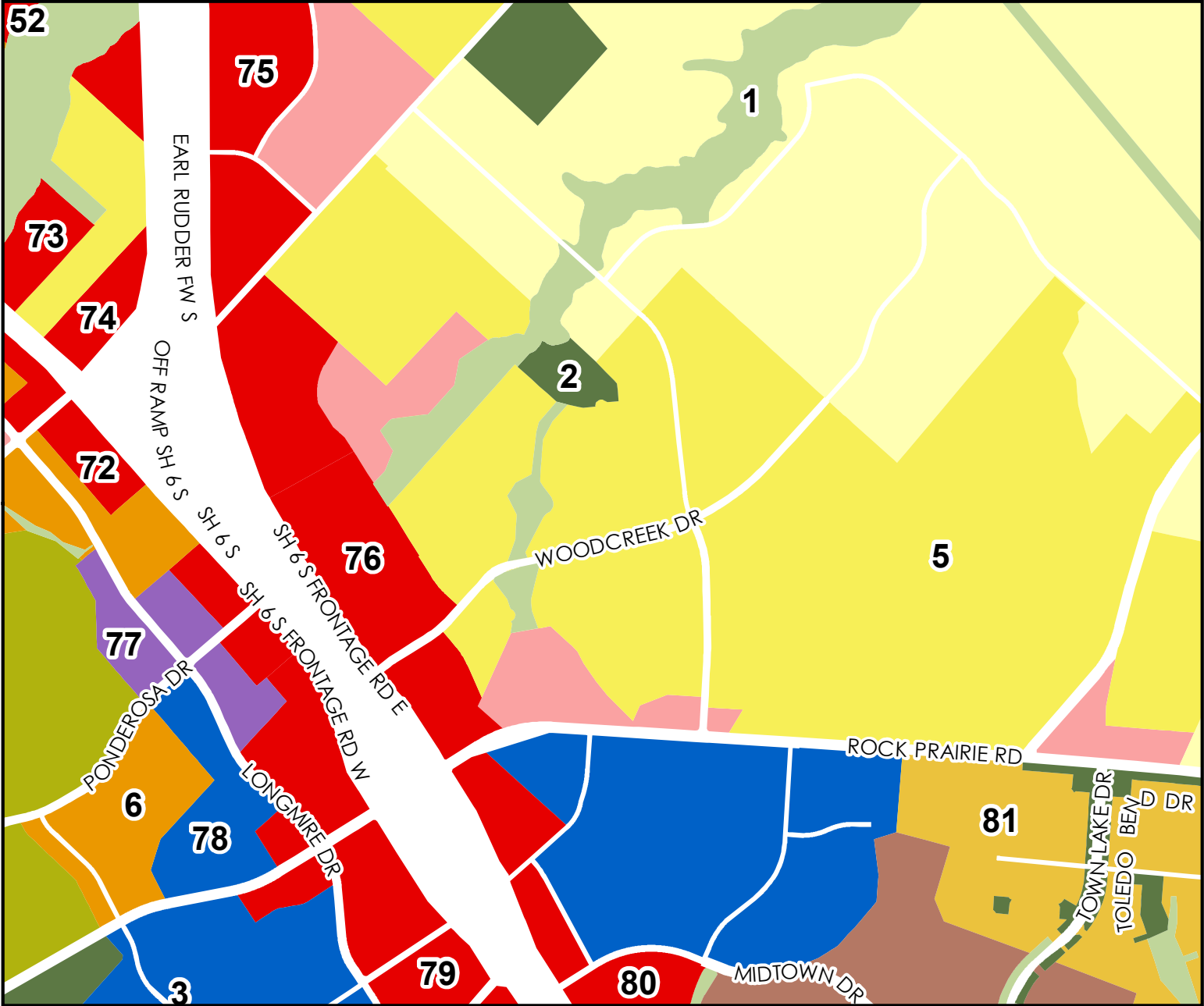
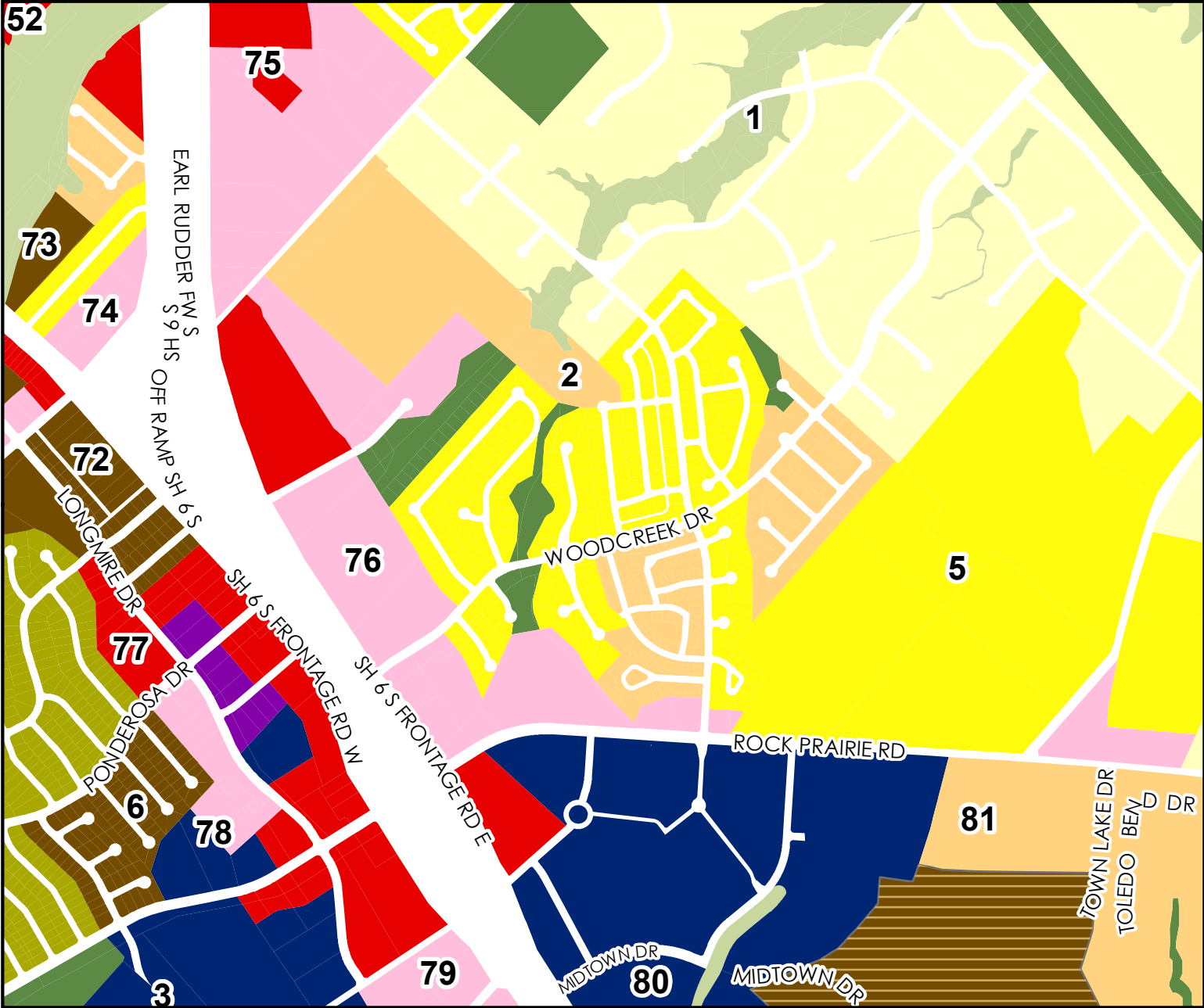


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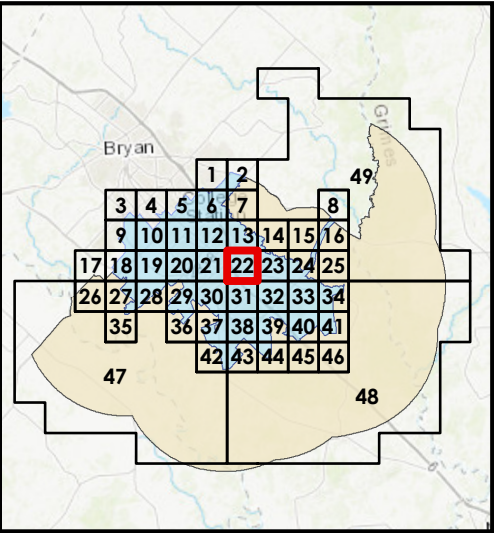
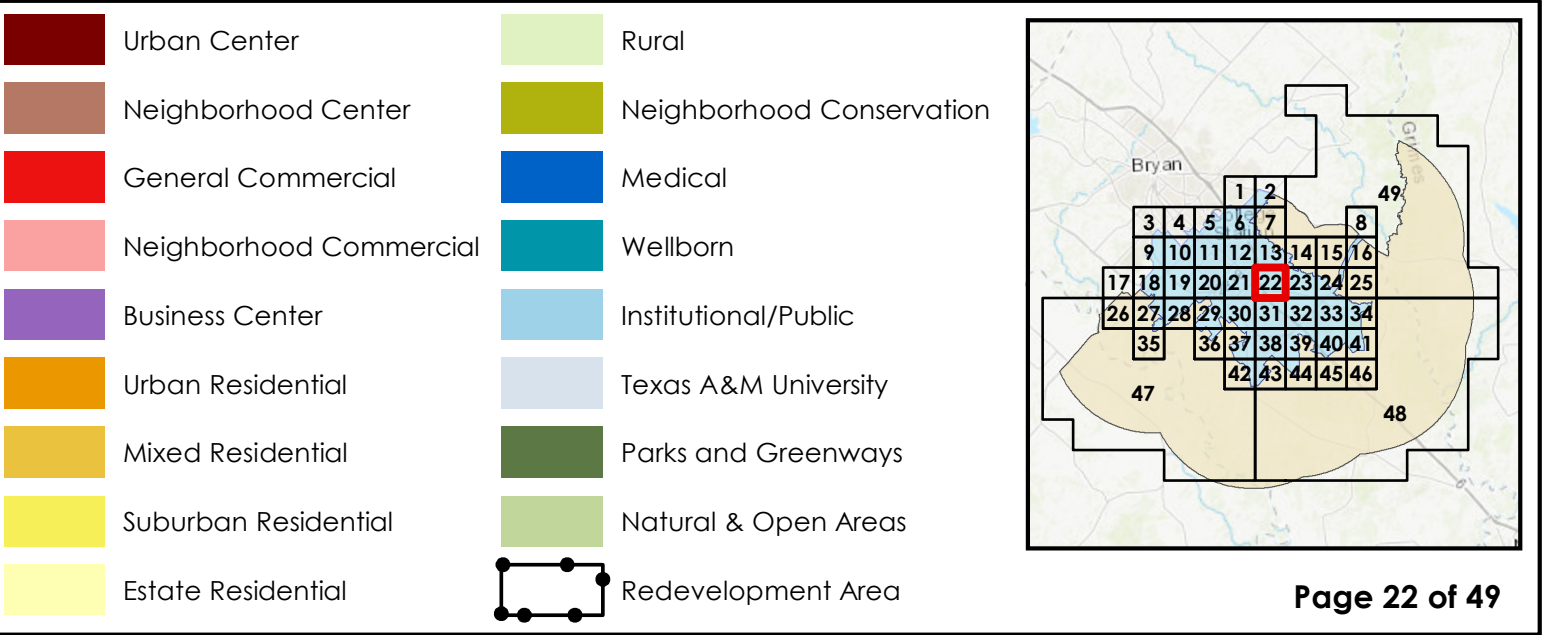
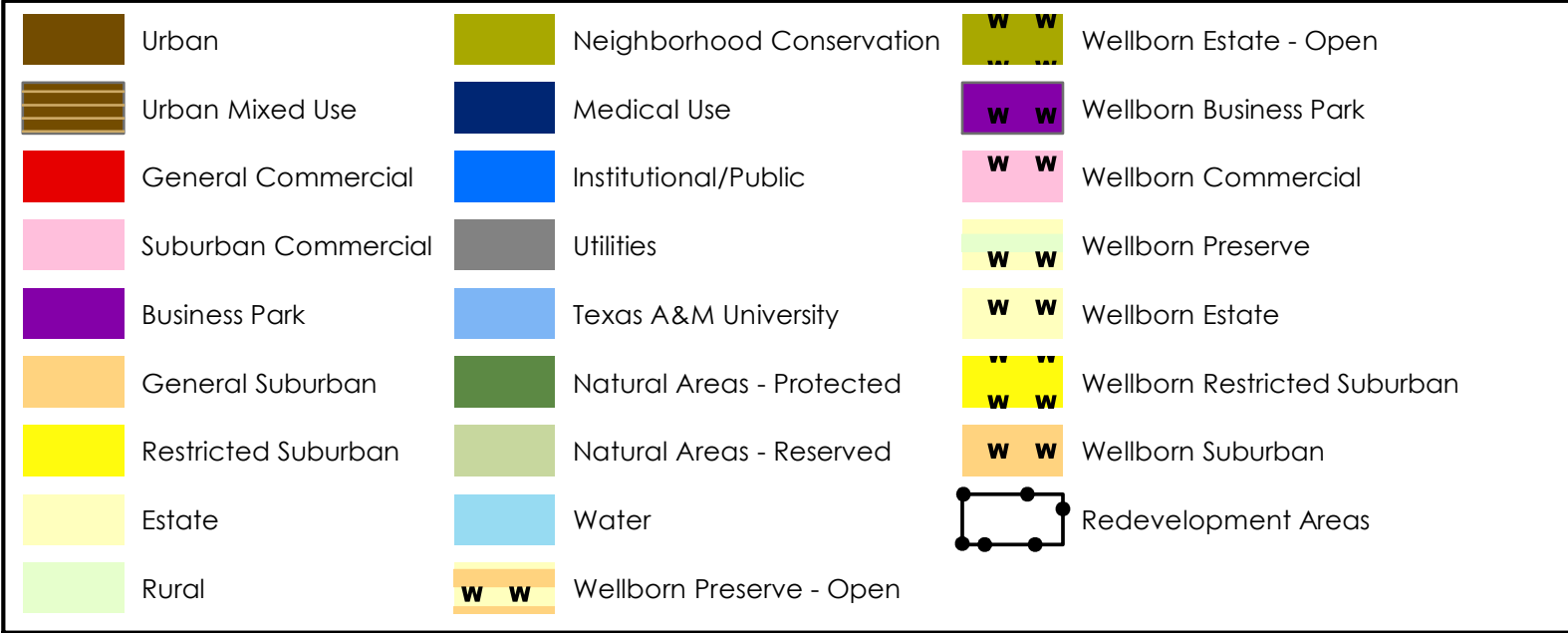
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PROPOSED PLAN

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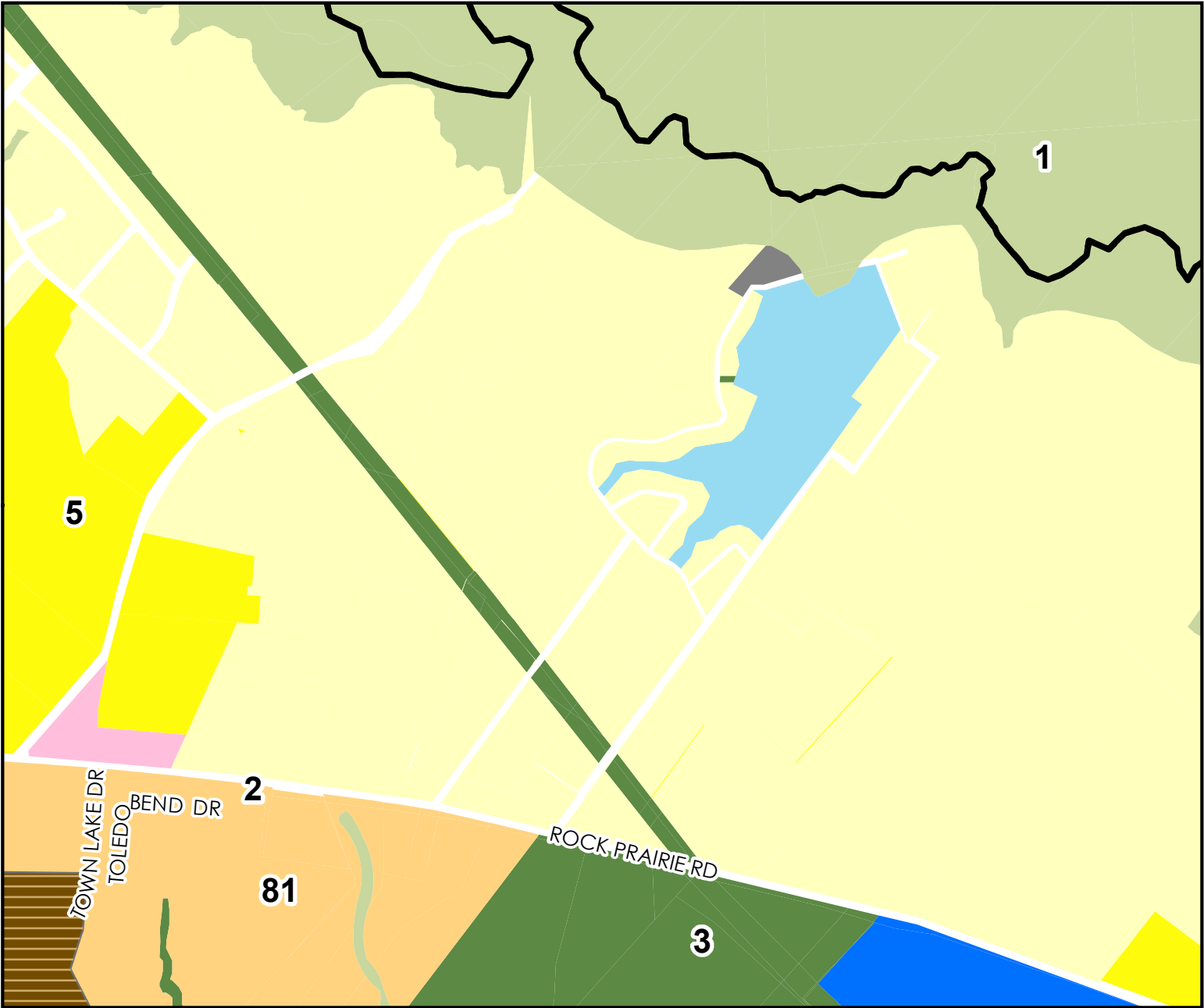
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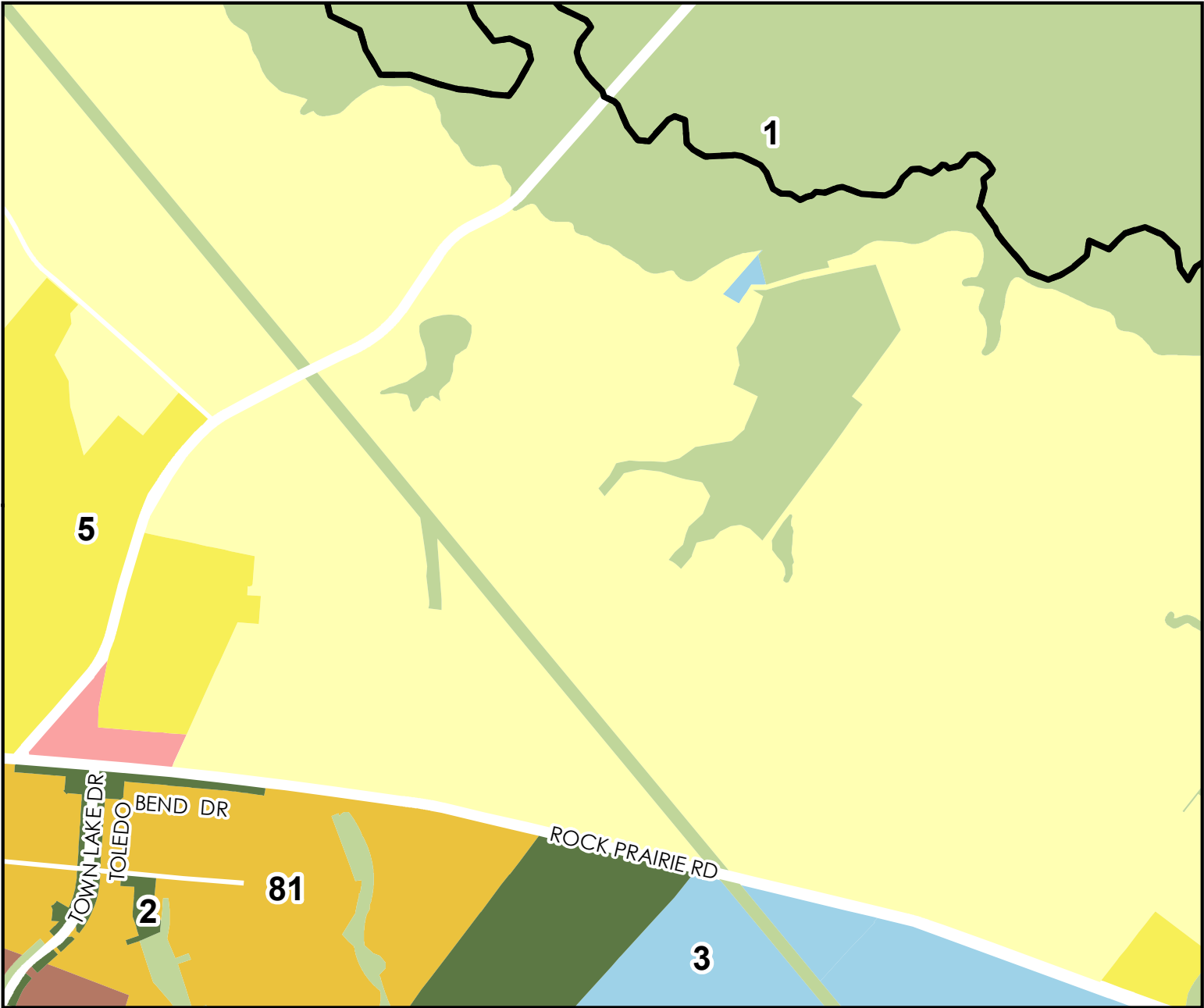
PROPOSED PLAN

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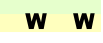
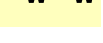
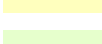
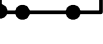
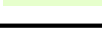
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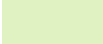
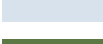
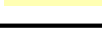


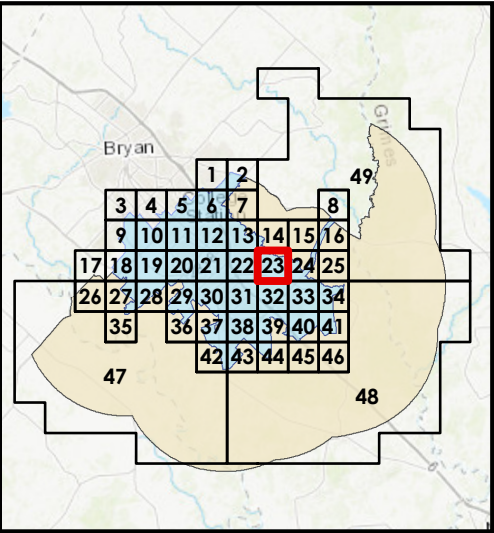
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See Page 24

 Urban	 Neighborhood Conservation	 Wellborn Estate - Open
 Urban Mixed Use	 Medical Use	 Wellborn Business Park
 General Commercial	 Institutional/Public	 Wellborn Commercial
 Suburban Commercial	 Utilities	 Wellborn Preserve
 Business Park	 Texas A&M University	 Wellborn Estate
 General Suburban	 Natural Areas - Protected	 Wellborn Restricted Suburban
 Restricted Suburban	 Natural Areas - Reserved	 Wellborn Suburban
 Estate	 Water	 Redevelopment Areas
 Rural	 Wellborn Preserve - Open	

 Urban Center	 Rural
 Neighborhood Center	 Neighborhood Conservation
 General Commercial	 Medical
 Neighborhood Commercial	 Wellborn
 Business Center	 Institutional/Public
 Urban Residential	 Texas A&M University
 Mixed Residential	 Parks and Greenways
 Suburban Residential	 Natural & Open Areas
 Estate Residential	 Redevelopment Area



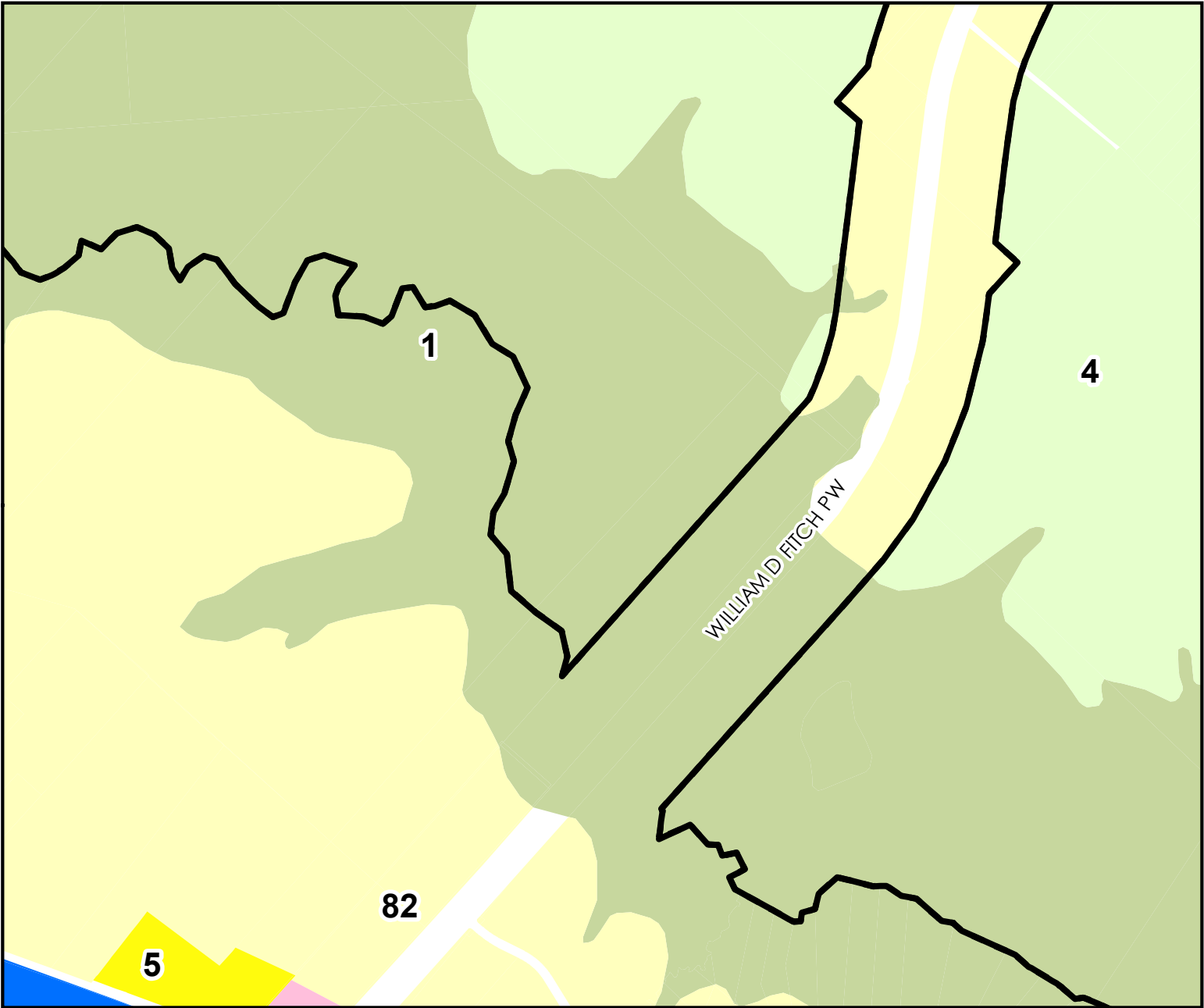
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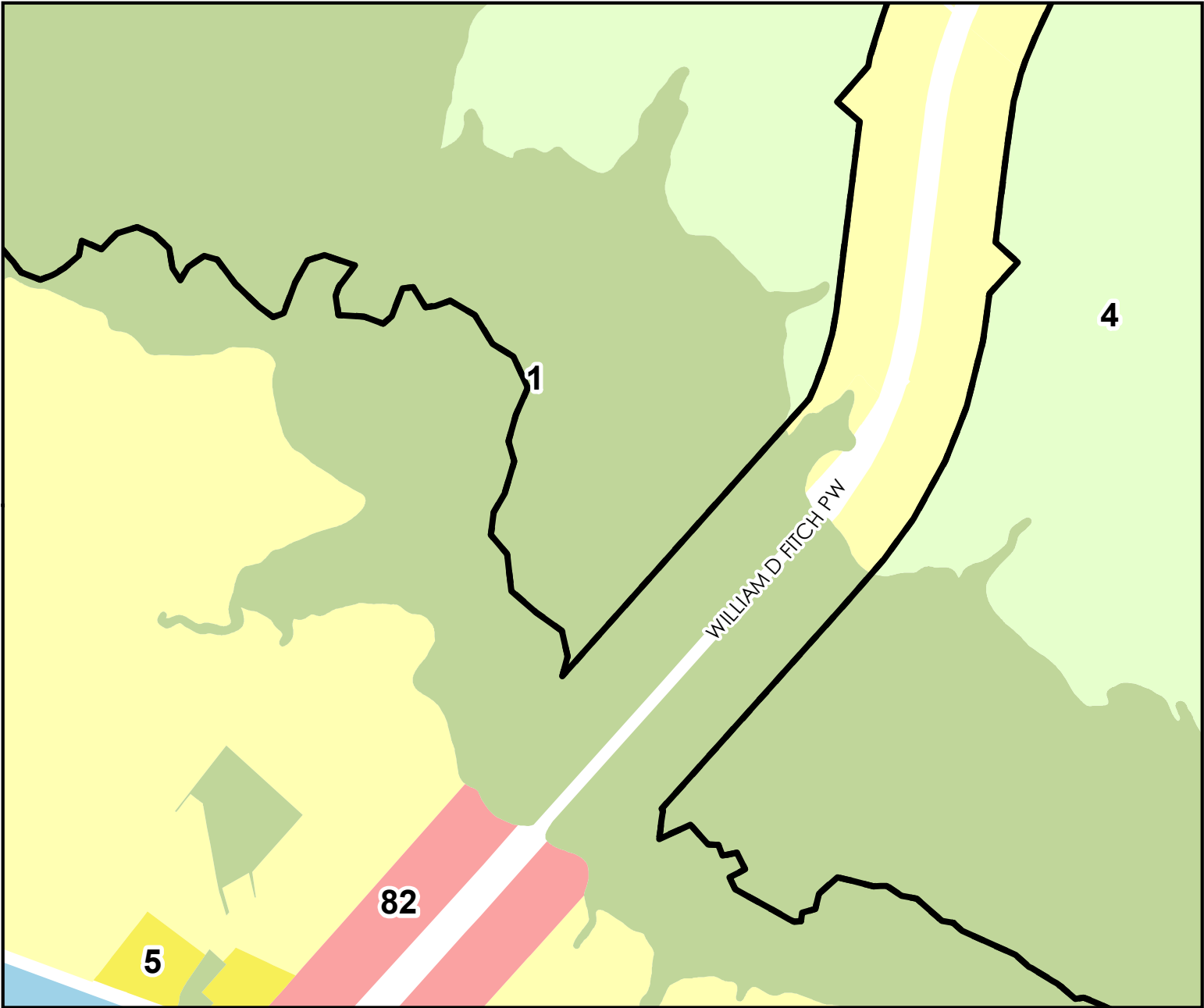
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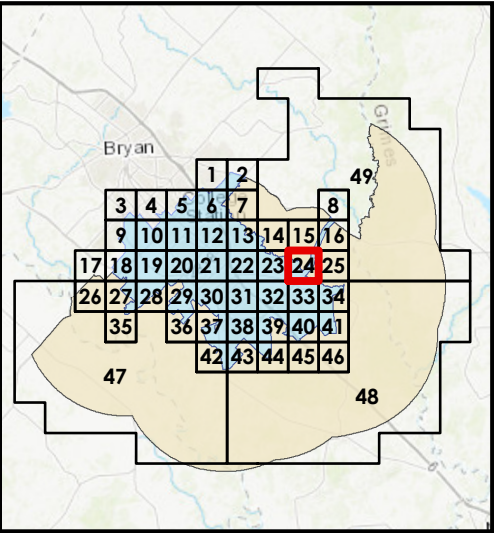
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Urban	Neighborhood Conservation	Wellborn Estate - Open
Urban Mixed Use	Medical Use	Wellborn Business Park
General Commercial	Institutional/Public	Wellborn Commercial
Suburban Commercial	Utilities	Wellborn Preserve
Business Park	Texas A&M University	Wellborn Estate
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban
Estate	Water	Redevelopment Areas
Rural	Wellborn Preserve - Open	

Urban Center	Rural
Neighborhood Center	Neighborhood Conservation
General Commercial	Medical
Neighborhood Commercial	Wellborn
Business Center	Institutional/Public
Urban Residential	Texas A&M University
Mixed Residential	Parks and Greenways
Suburban Residential	Natural & Open Areas
Estate Residential	Redevelopment Area



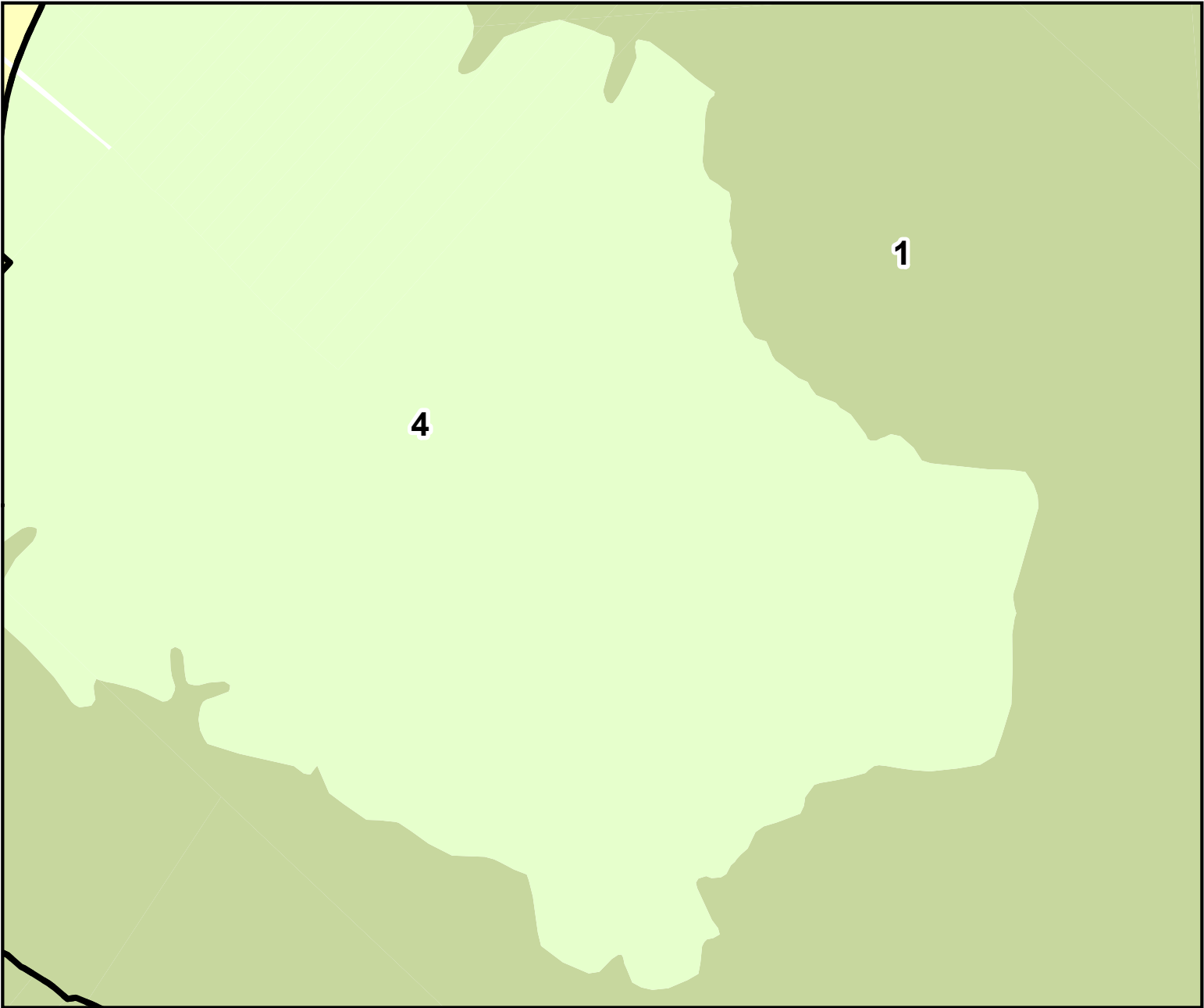
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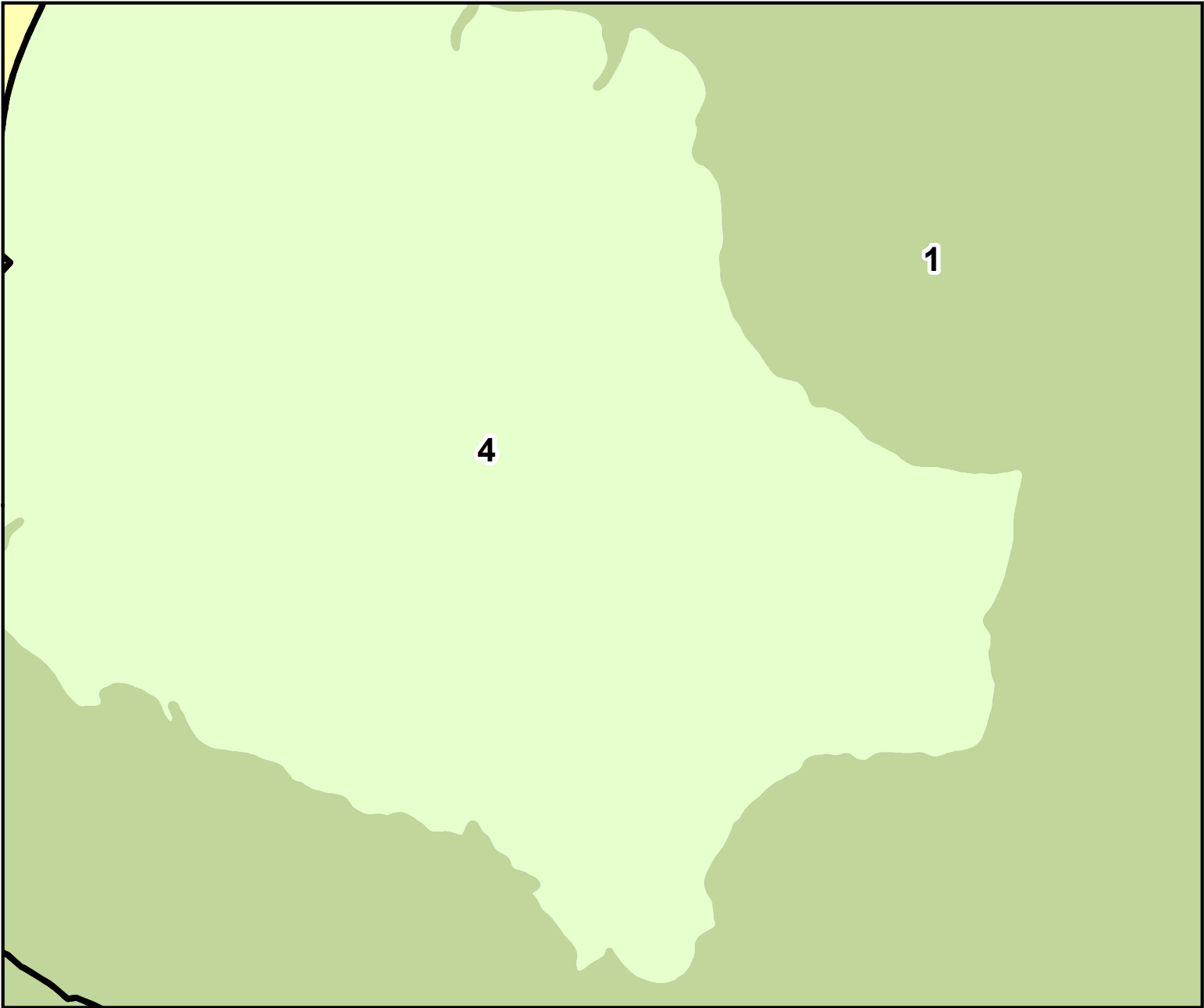
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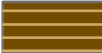
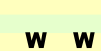
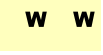
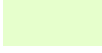
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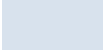
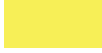


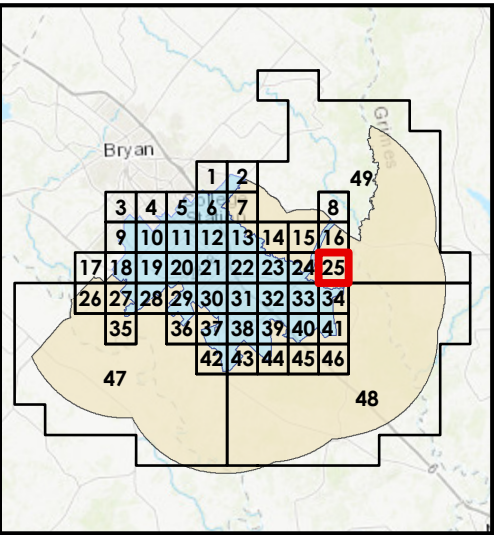
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See Page 49

 Urban	 Neighborhood Conservation	 Wellborn Estate - Open
 Urban Mixed Use	 Medical Use	 Wellborn Business Park
 General Commercial	 Institutional/Public	 Wellborn Commercial
 Suburban Commercial	 Utilities	 Wellborn Preserve
 Business Park	 Texas A&M University	 Wellborn Estate
 General Suburban	 Natural Areas - Protected	 Wellborn Restricted Suburban
 Restricted Suburban	 Natural Areas - Reserved	 Wellborn Suburban
 Estate	 Water	 Redevelopment Areas
 Rural	 Wellborn Preserve - Open	

 Urban Center	 Rural
 Neighborhood Center	 Neighborhood Conservation
 General Commercial	 Medical
 Neighborhood Commercial	 Wellborn
 Business Center	 Institutional/Public
 Urban Residential	 Texas A&M University
 Mixed Residential	 Parks and Greenways
 Suburban Residential	 Natural & Open Areas
 Estate Residential	 Redevelopment Area



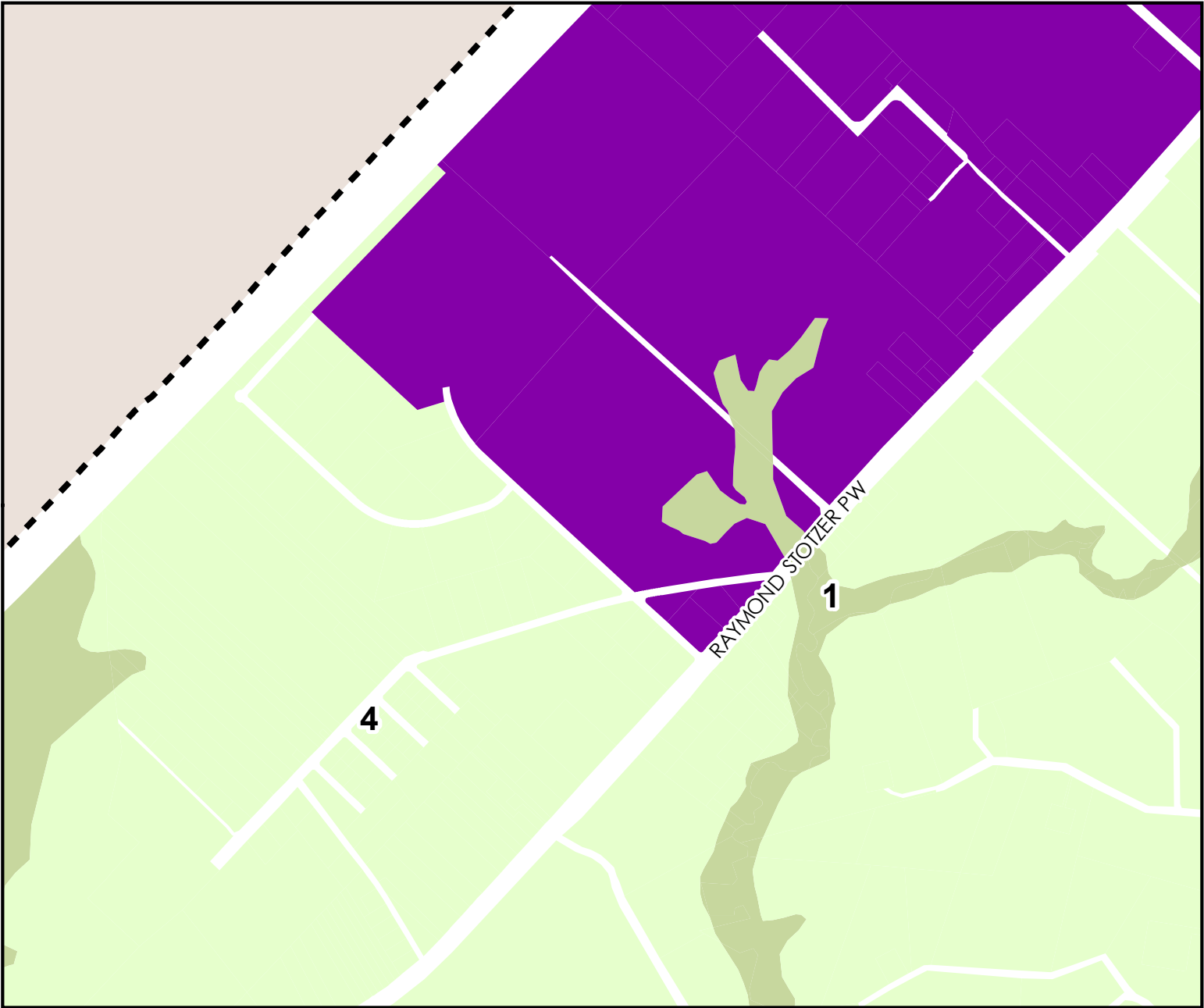
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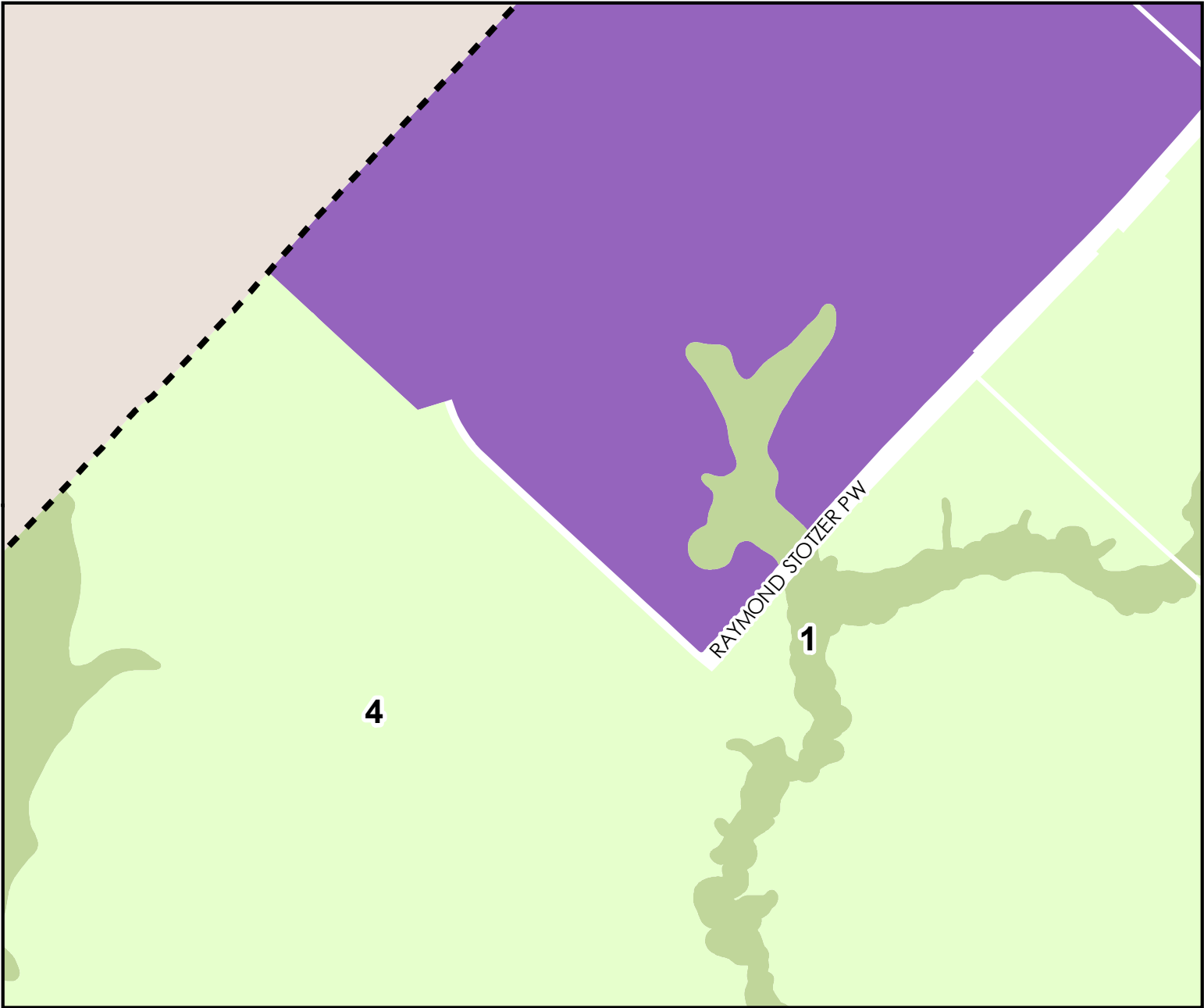
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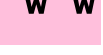
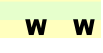
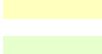
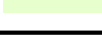
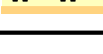
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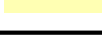
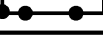


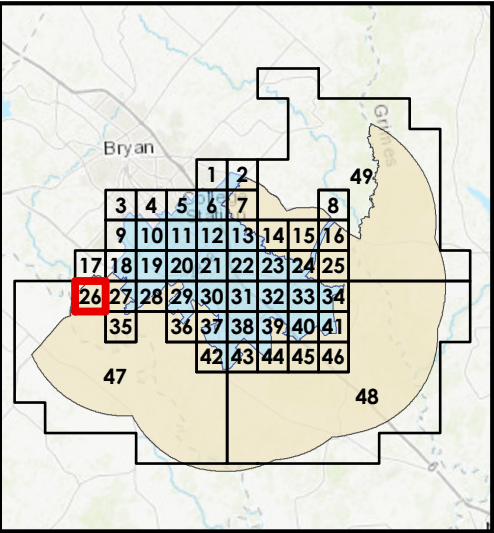
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

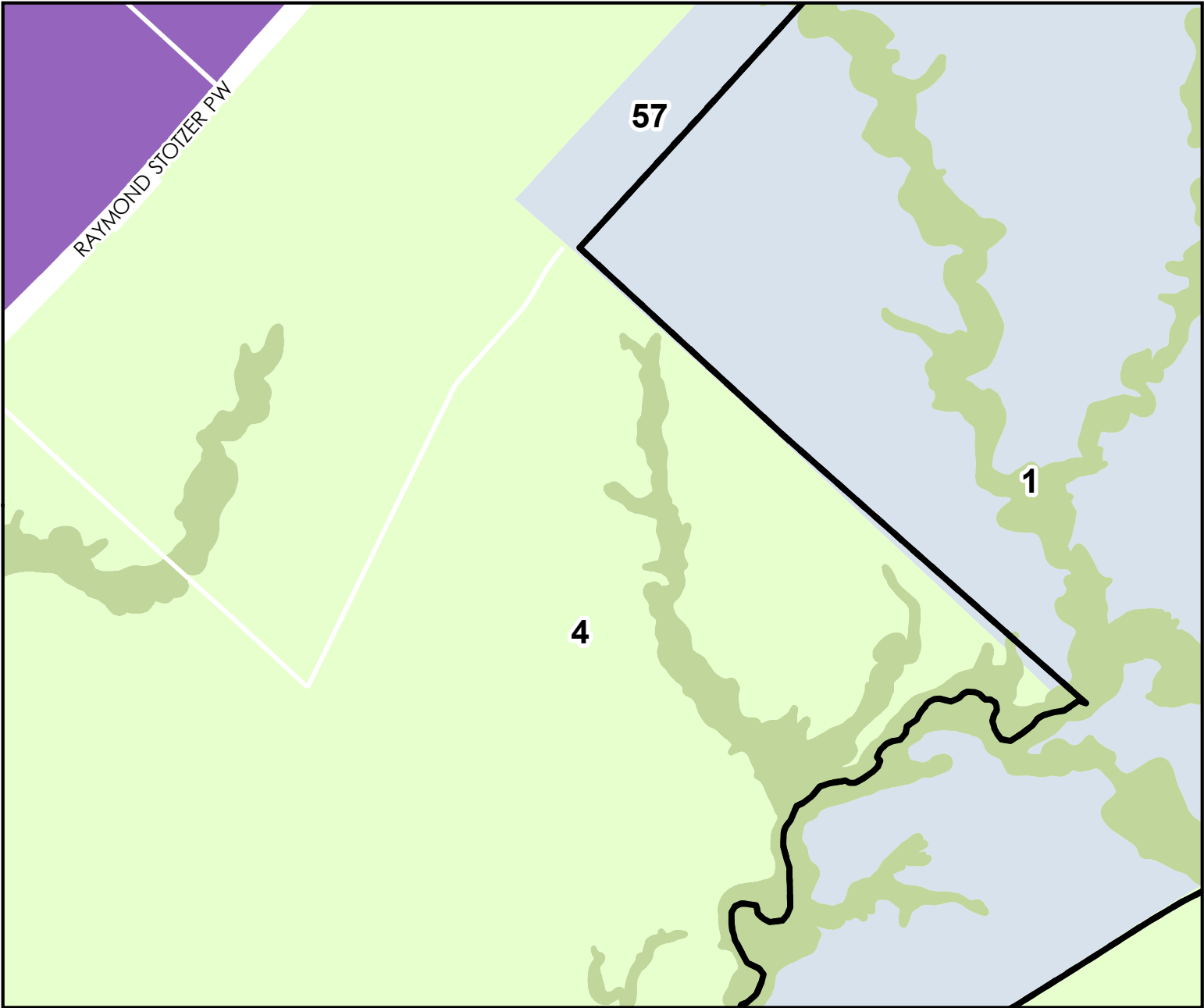
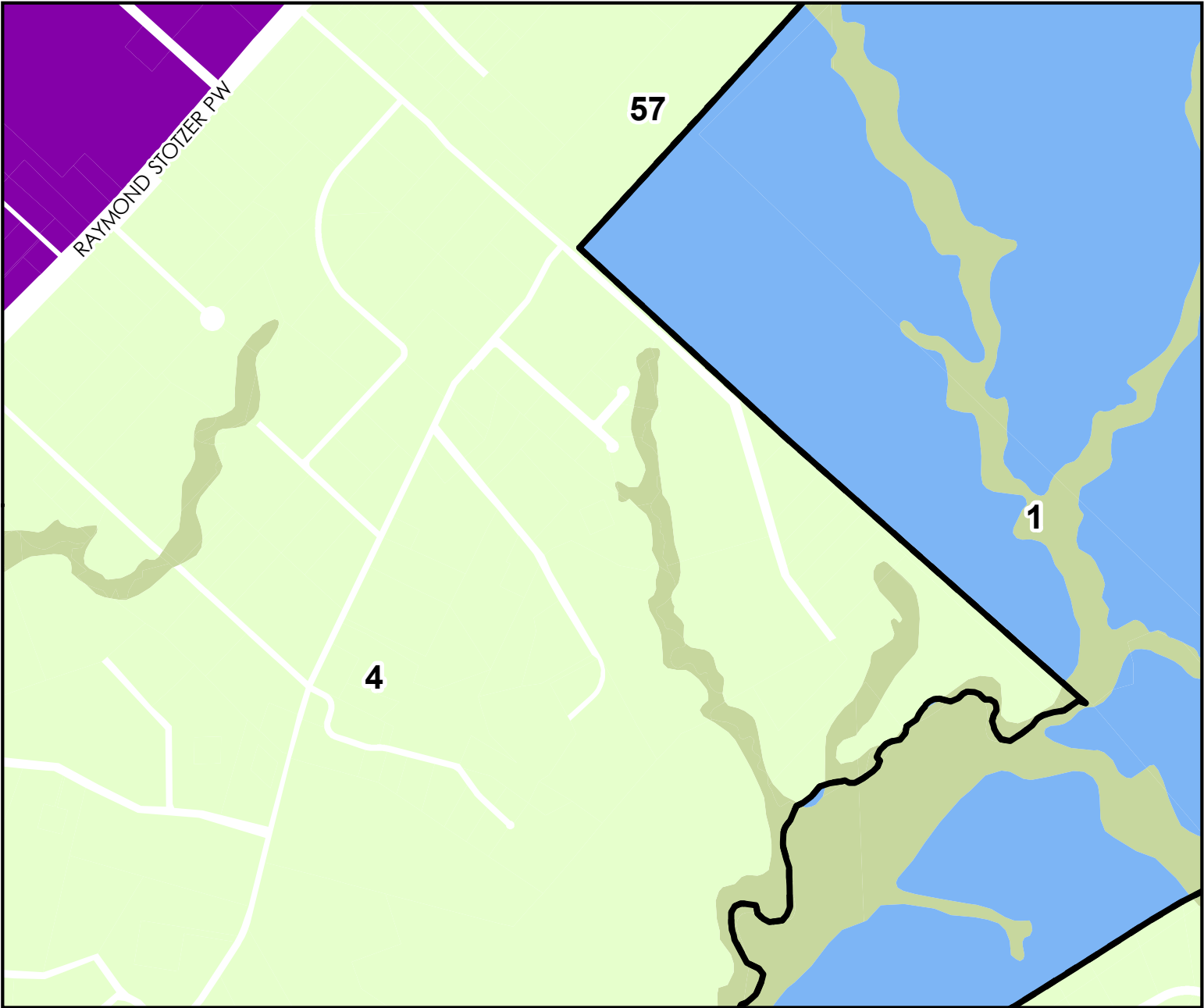


ADOPTED/CURRENT PLAN

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PROPOSED PLAN

[DRAFT]



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Urban	Neighborhood Conservation	Wellborn Estate - Open
Urban Mixed Use	Medical Use	Wellborn Business Park
General Commercial	Institutional/Public	Wellborn Commercial
Suburban Commercial	Utilities	Wellborn Preserve
Business Park	Texas A&M University	Wellborn Estate
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban
Estate	Water	Redevelopment Areas
Rural	Wellborn Preserve - Open	

Urban Center	Rural
Neighborhood Center	Neighborhood Conservation
General Commercial	Medical
Neighborhood Commercial	Wellborn
Business Center	Institutional/Public
Urban Residential	Texas A&M University
Mixed Residential	Parks and Greenways
Suburban Residential	Natural & Open Areas
Estate Residential	Redevelopment Area

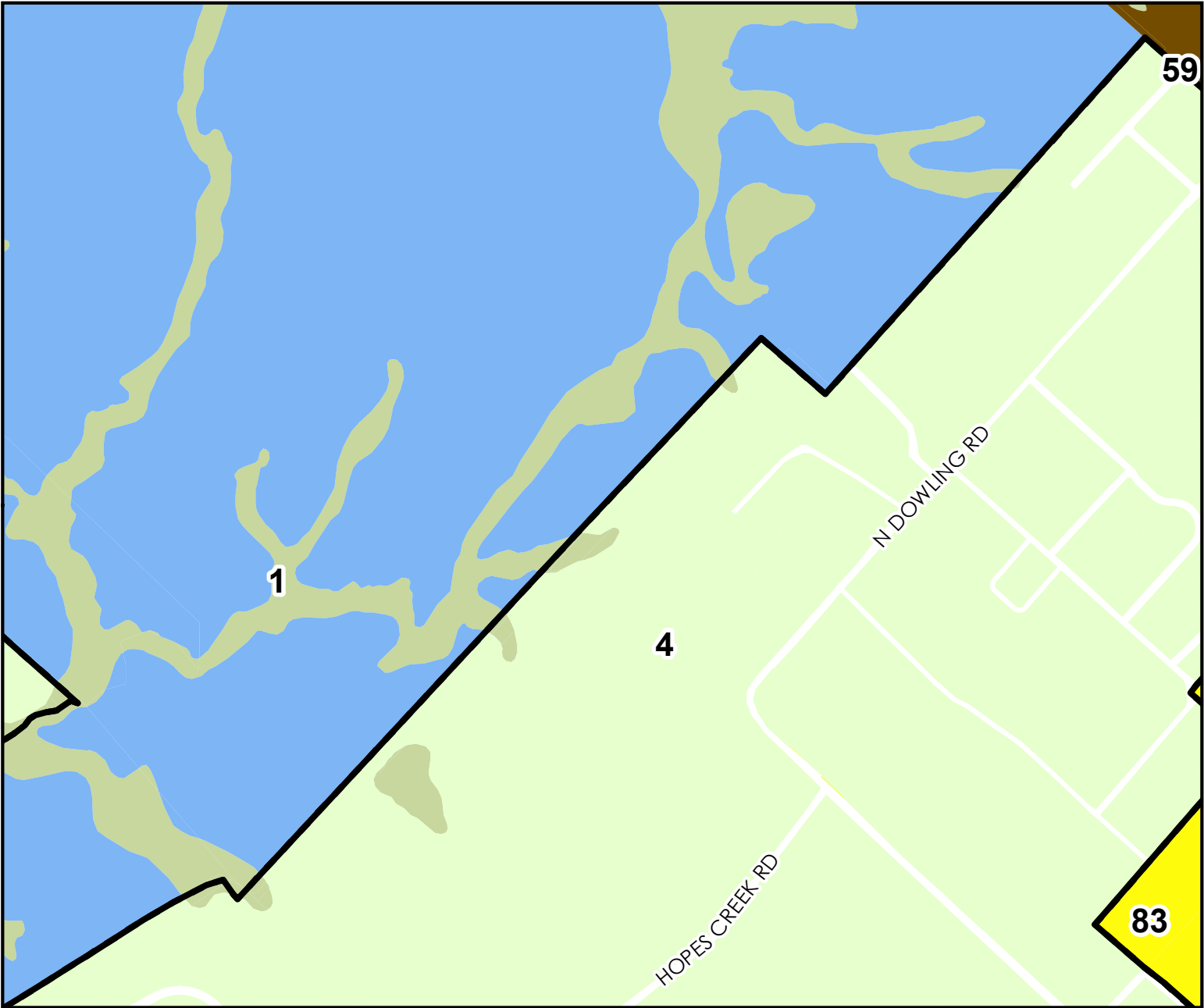
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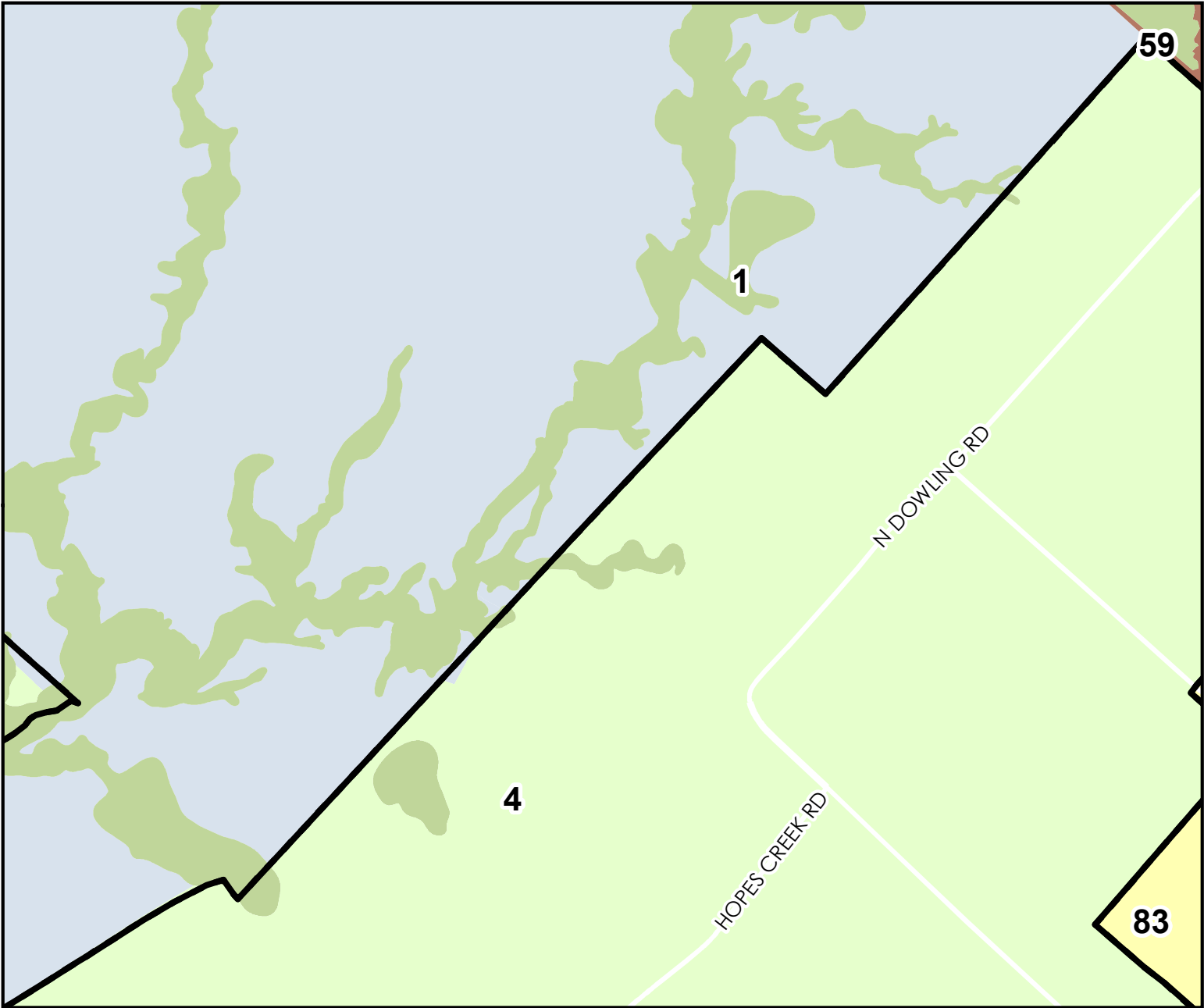
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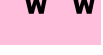
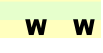
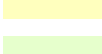
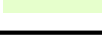
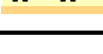
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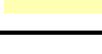
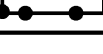


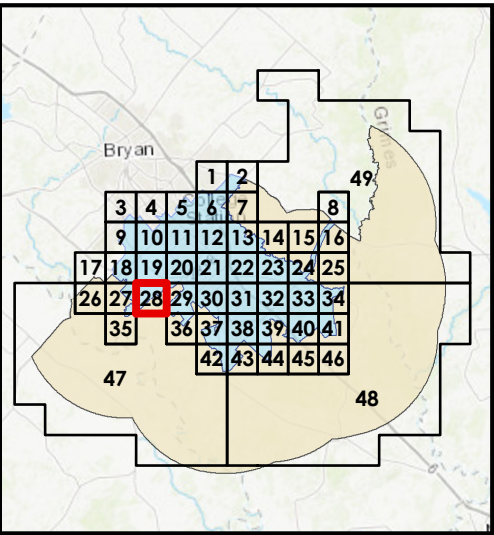
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

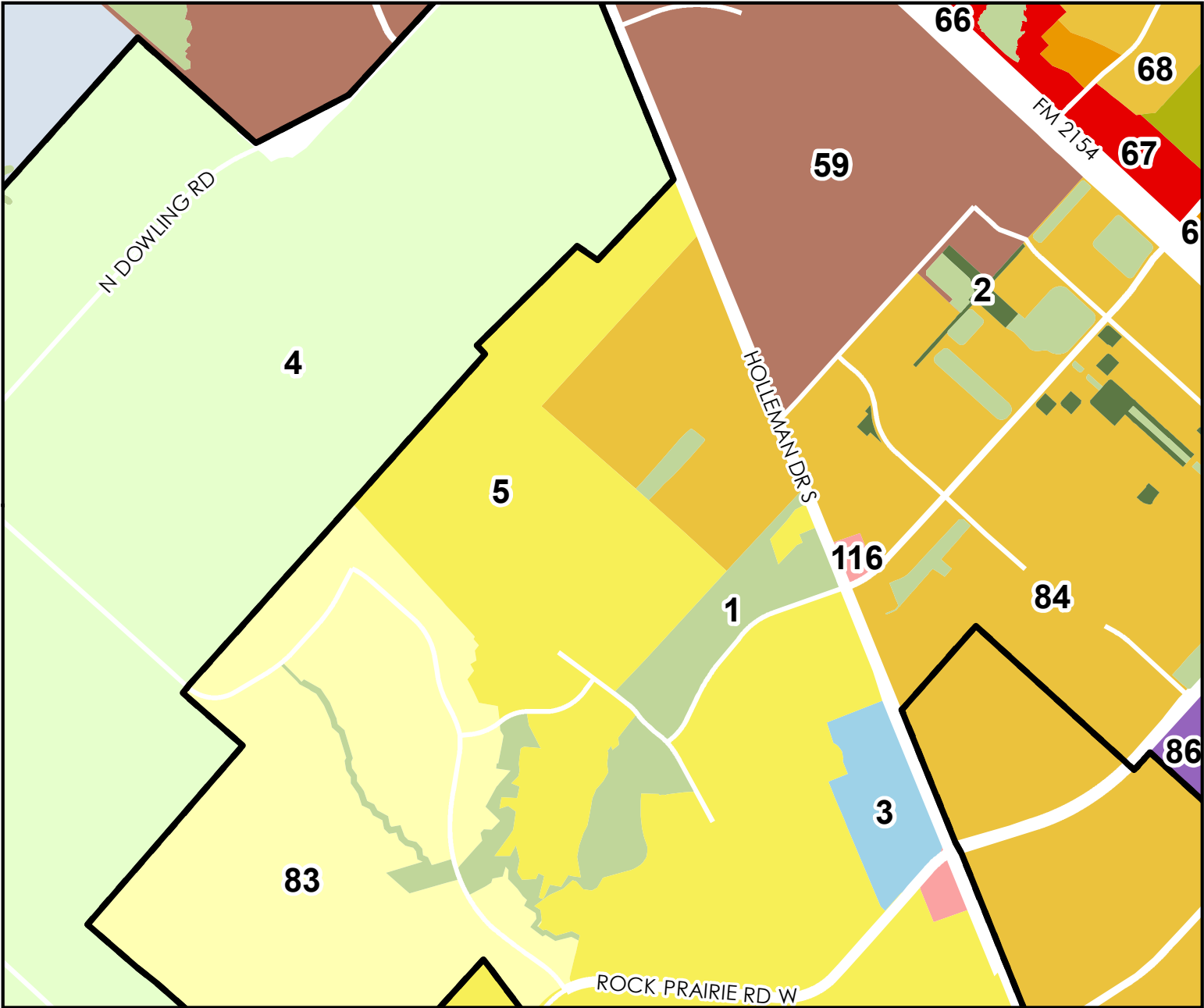
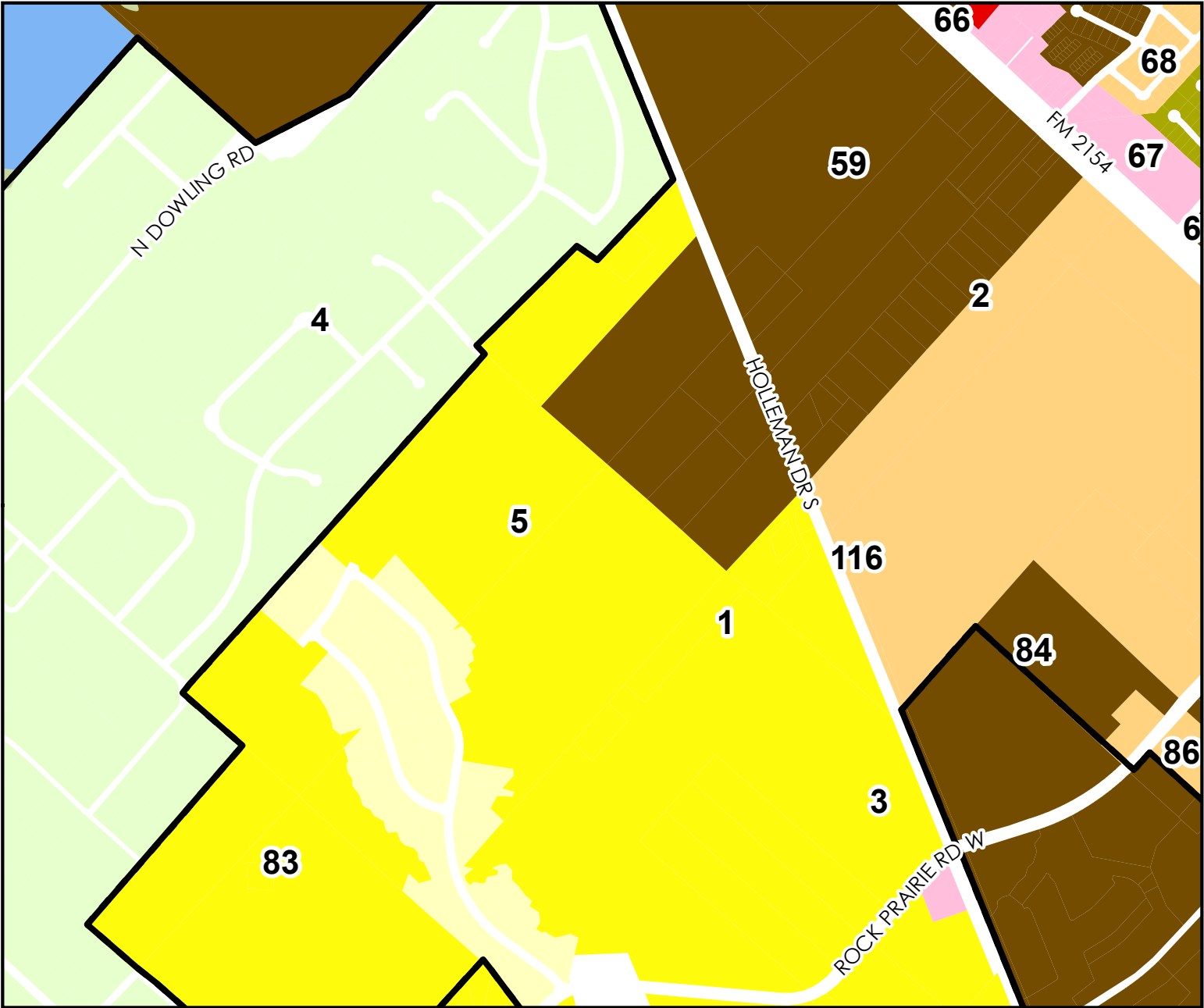


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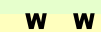
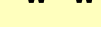
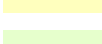
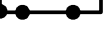
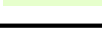
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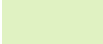
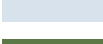
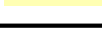
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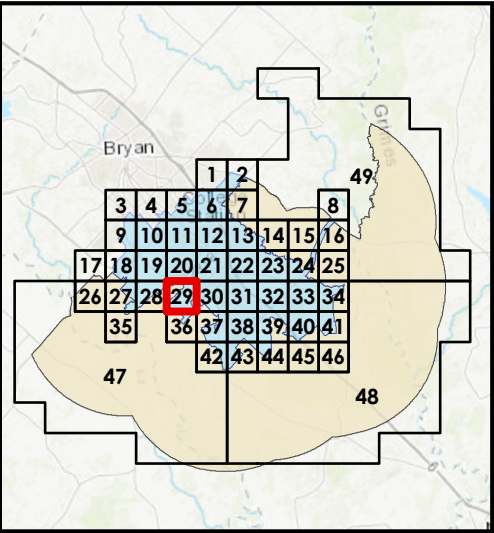
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

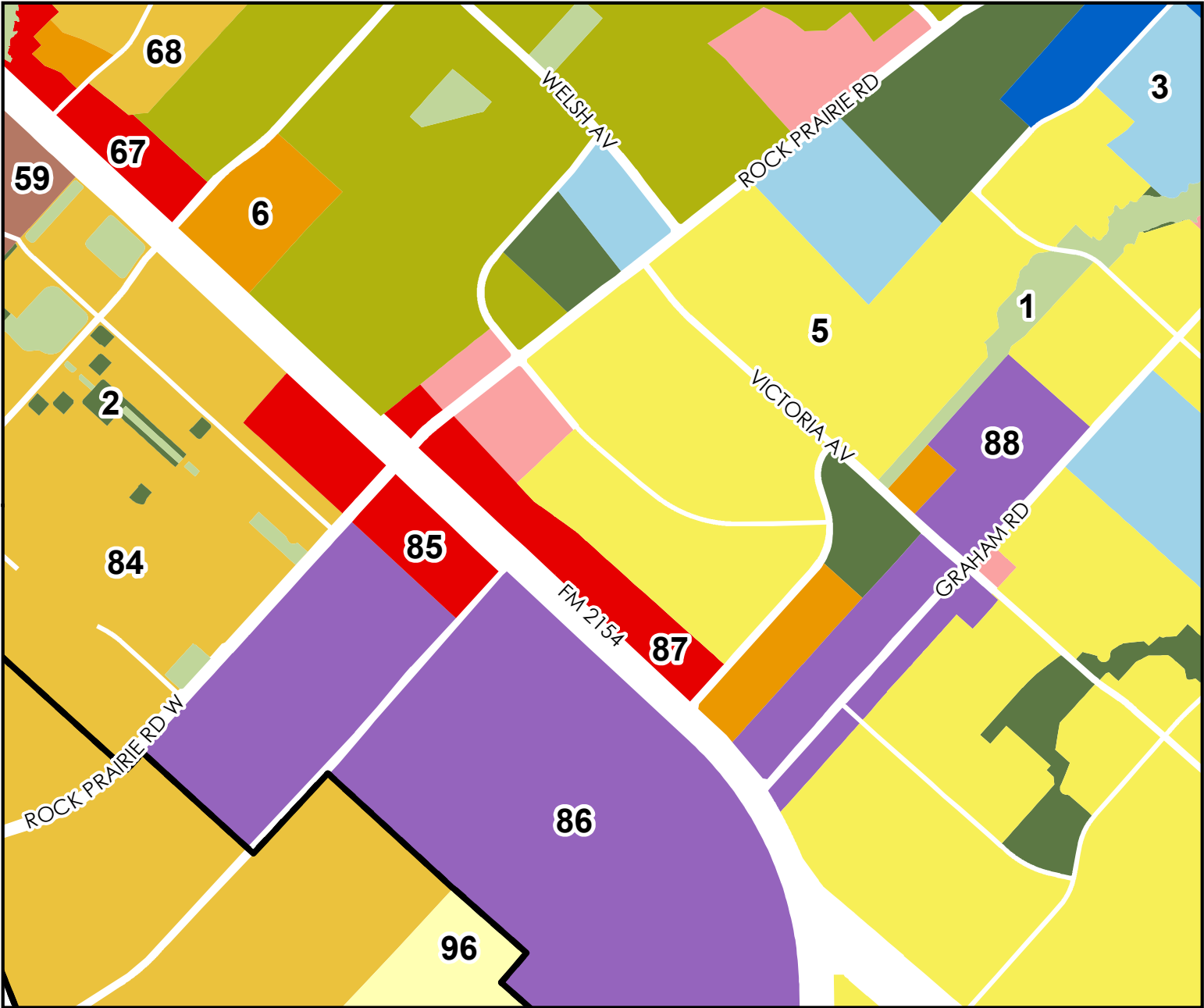
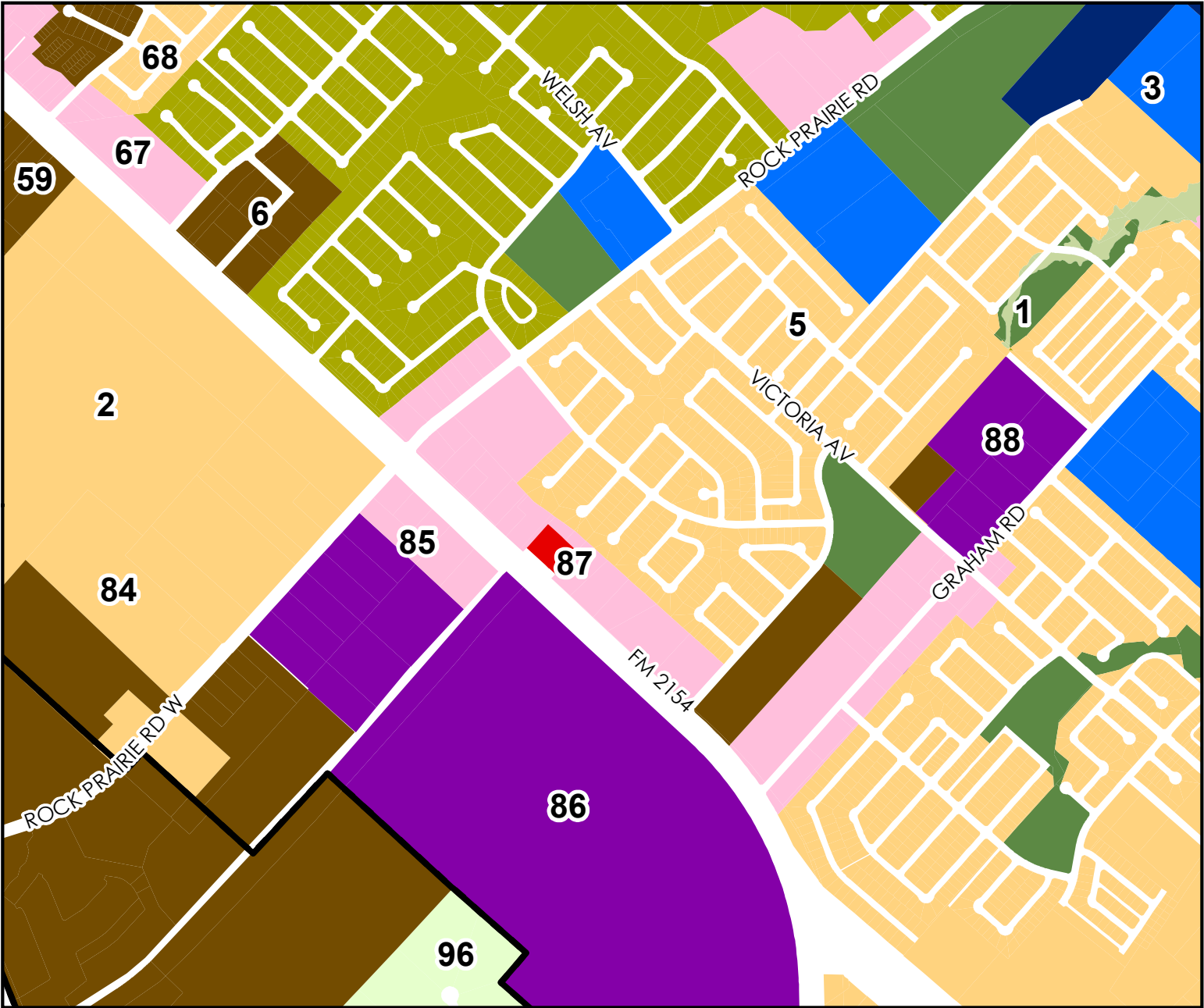


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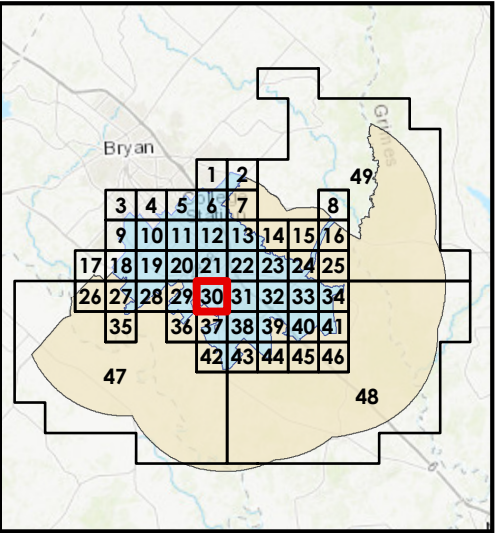
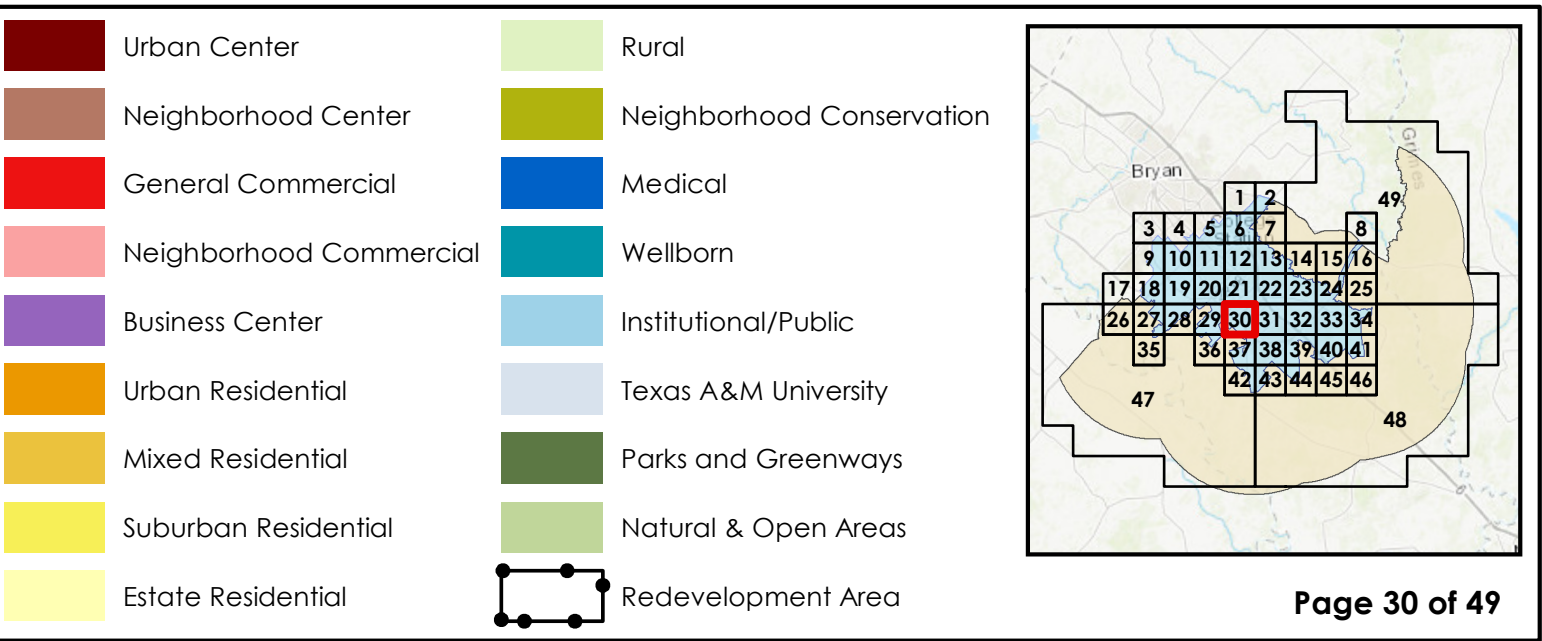
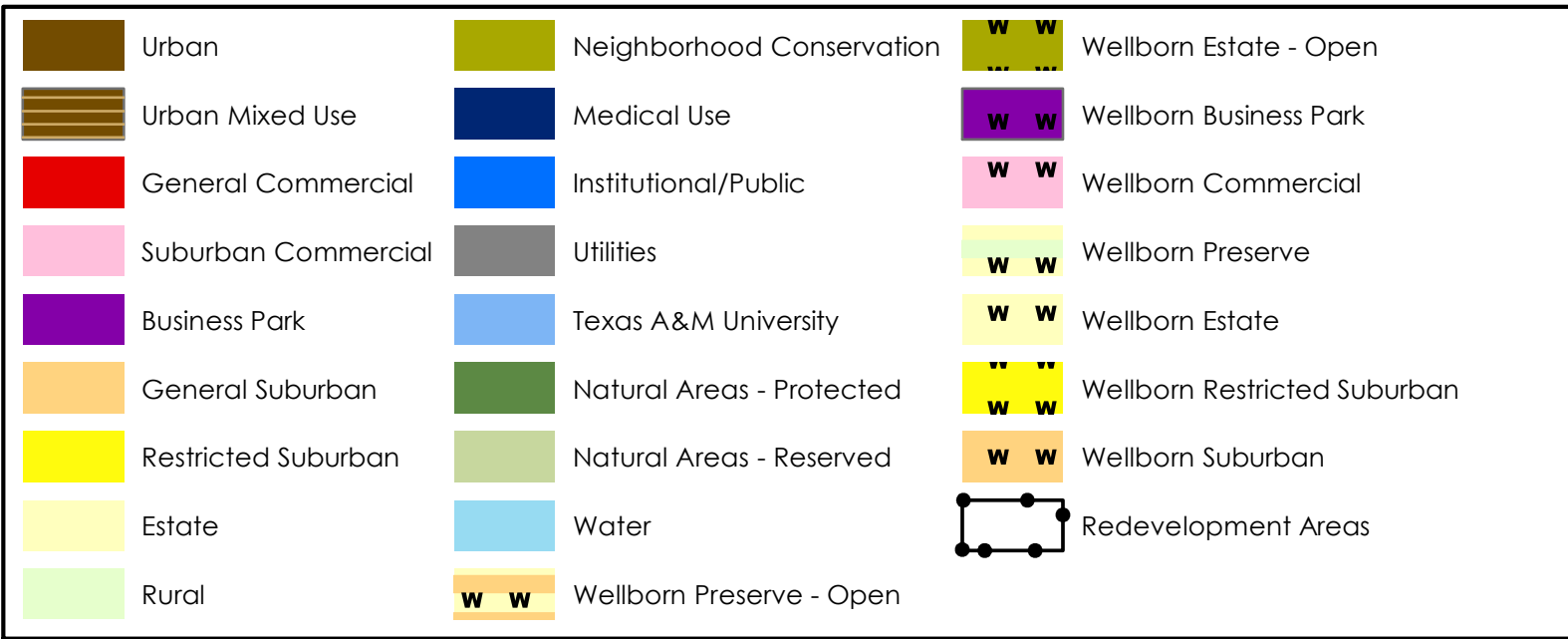
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PROPOSED PLAN

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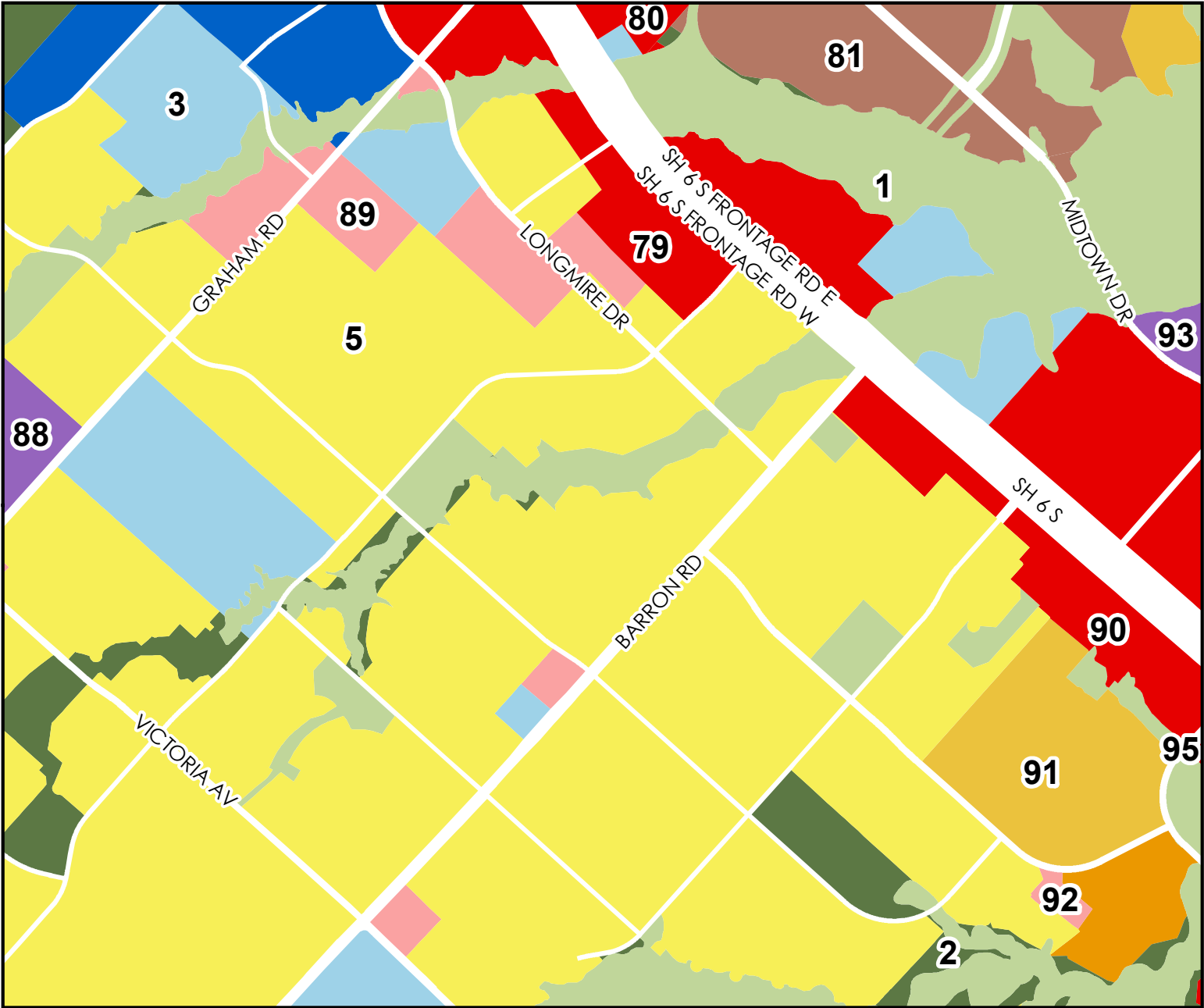
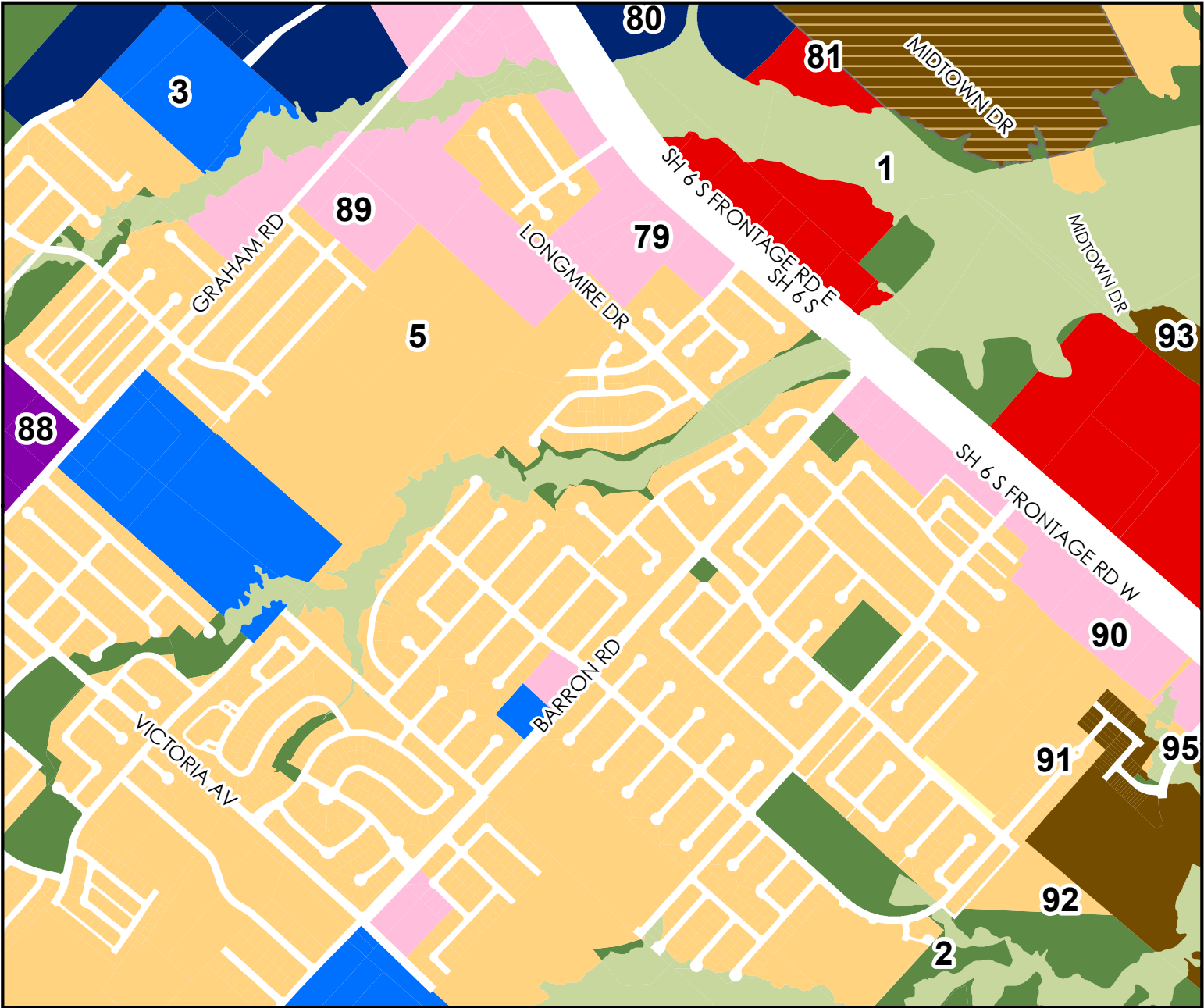


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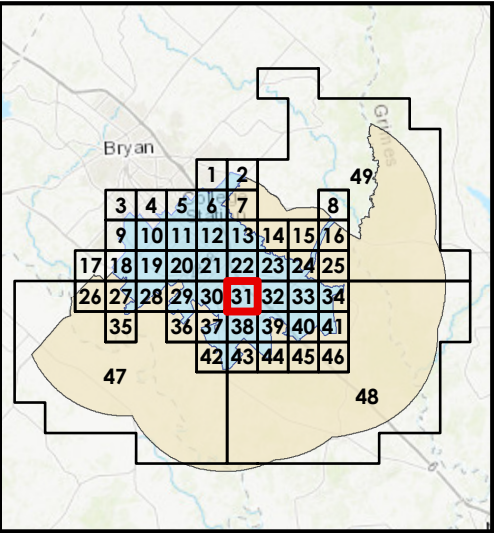
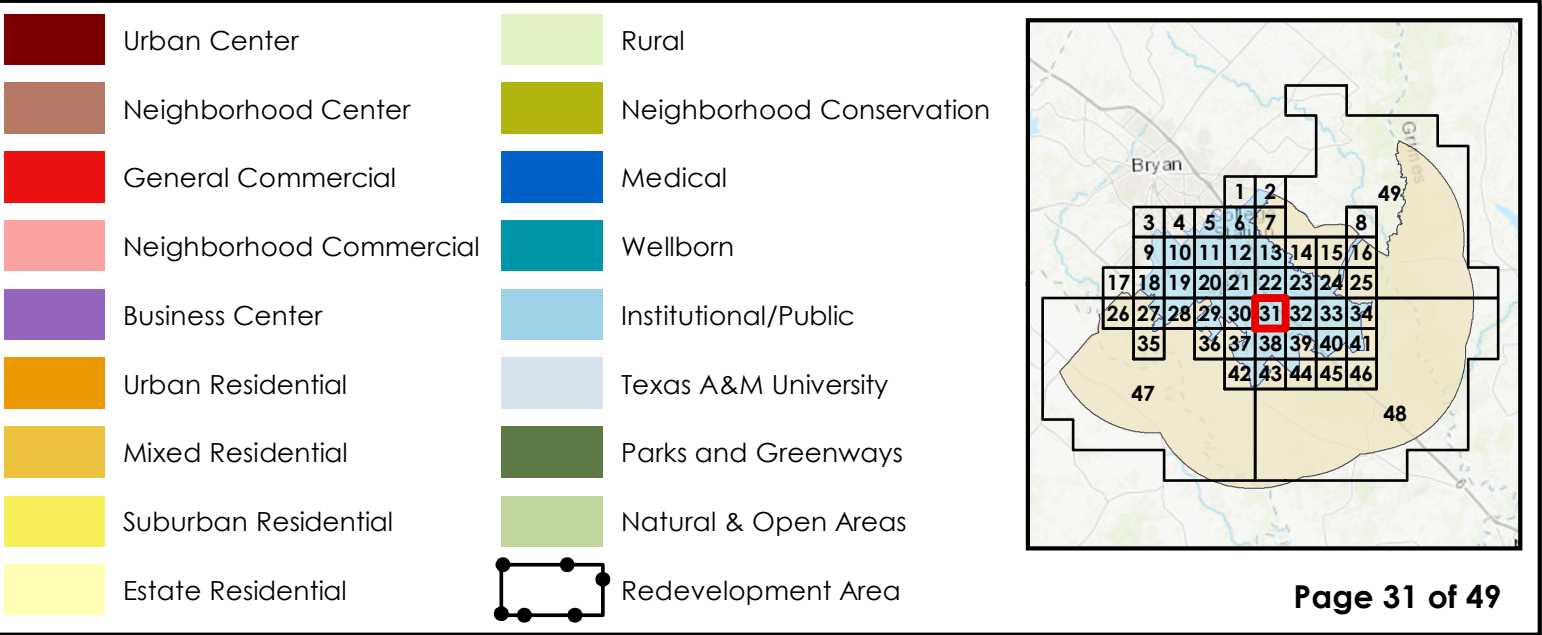
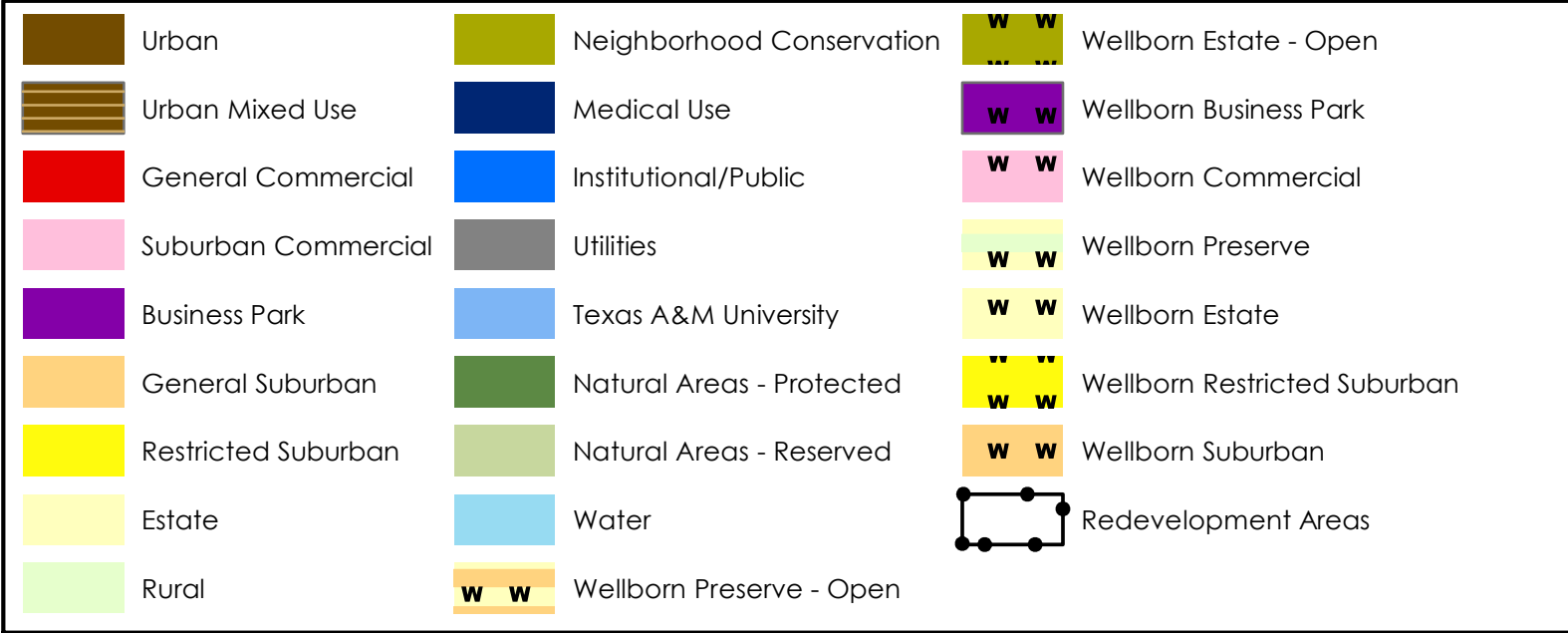
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PROPOSED PLAN

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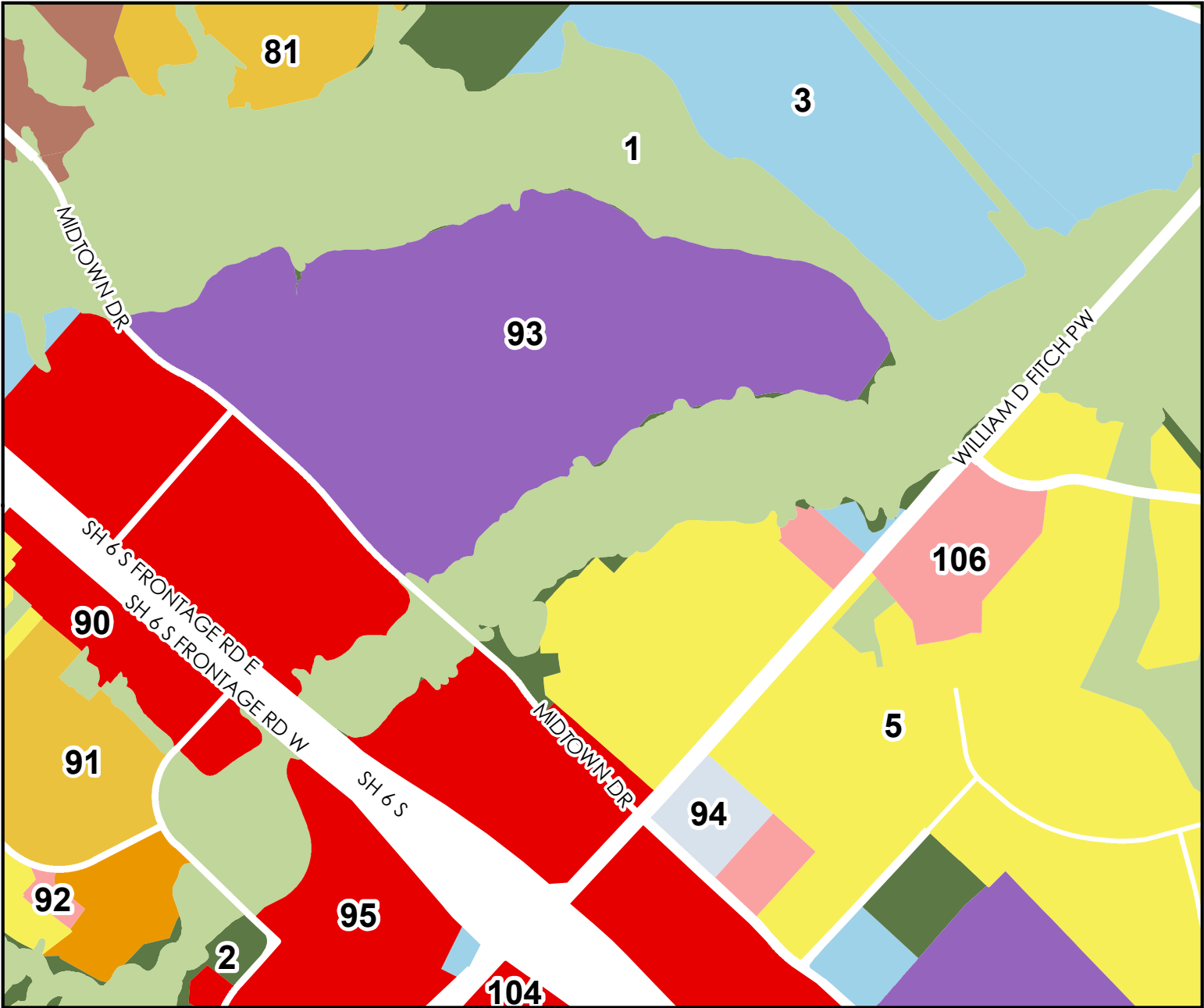
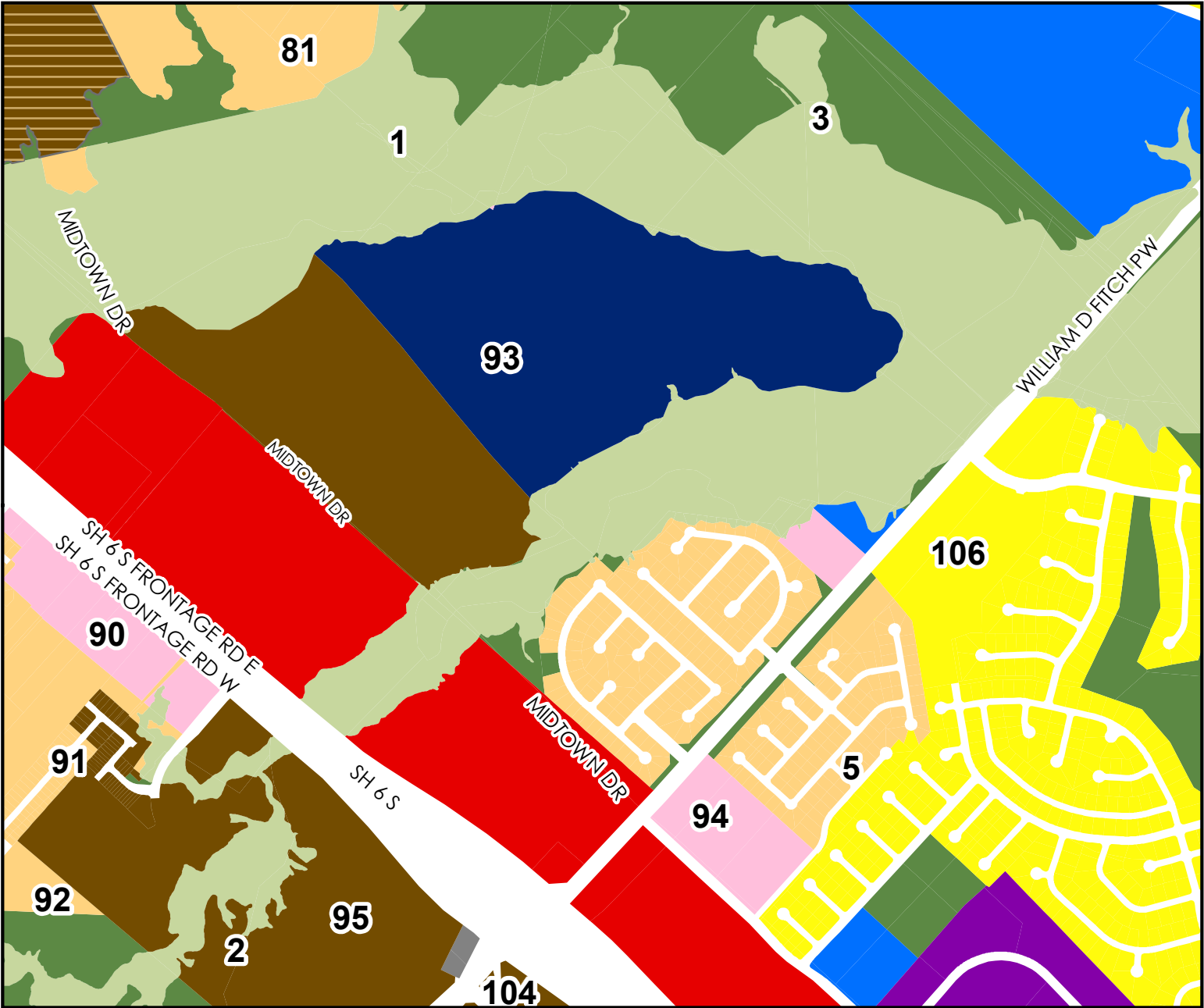


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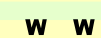
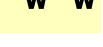
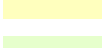
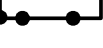
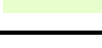
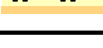
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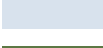
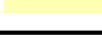
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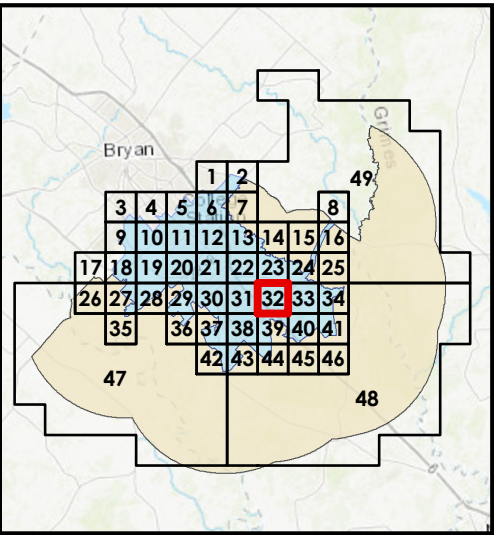


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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

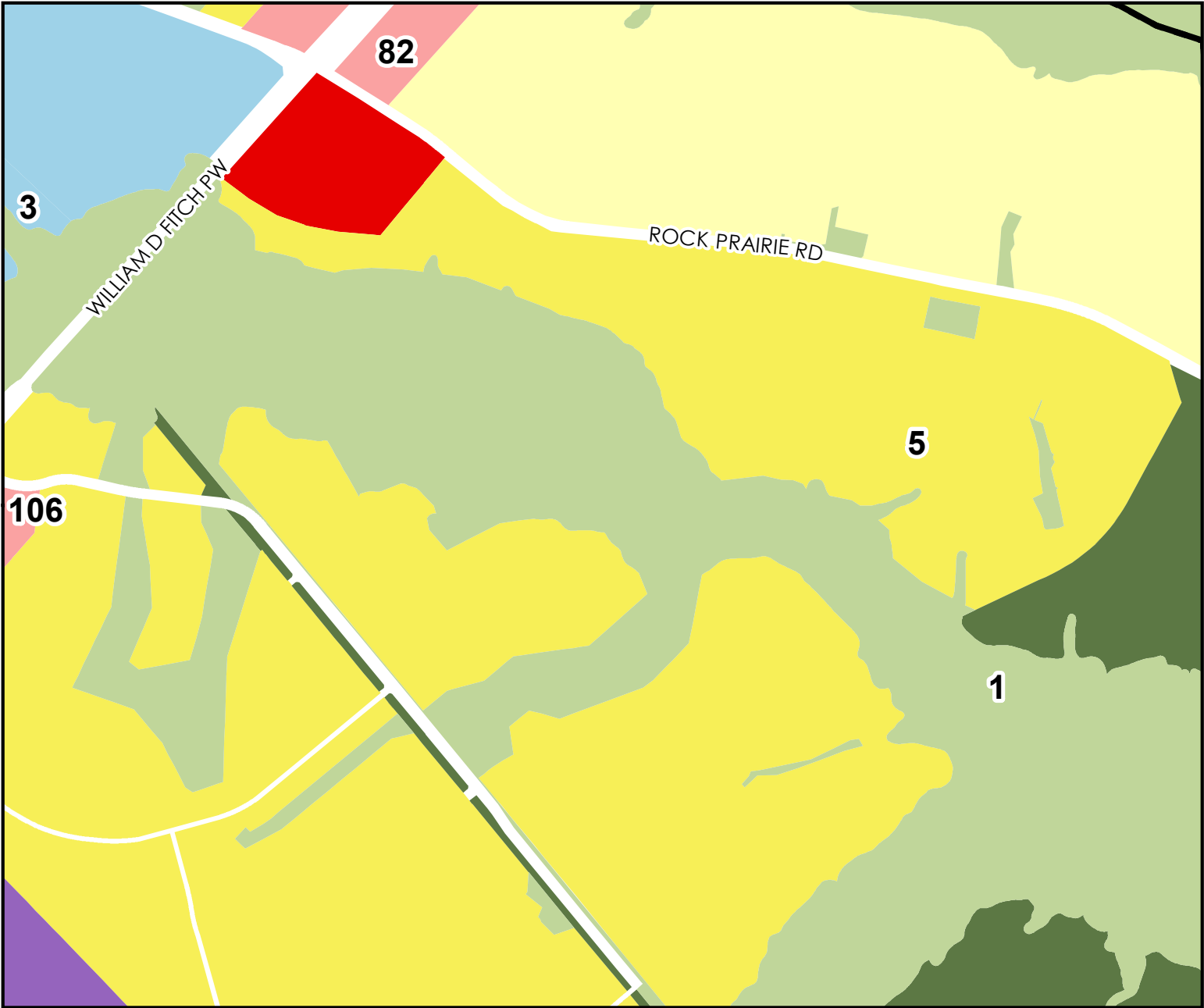
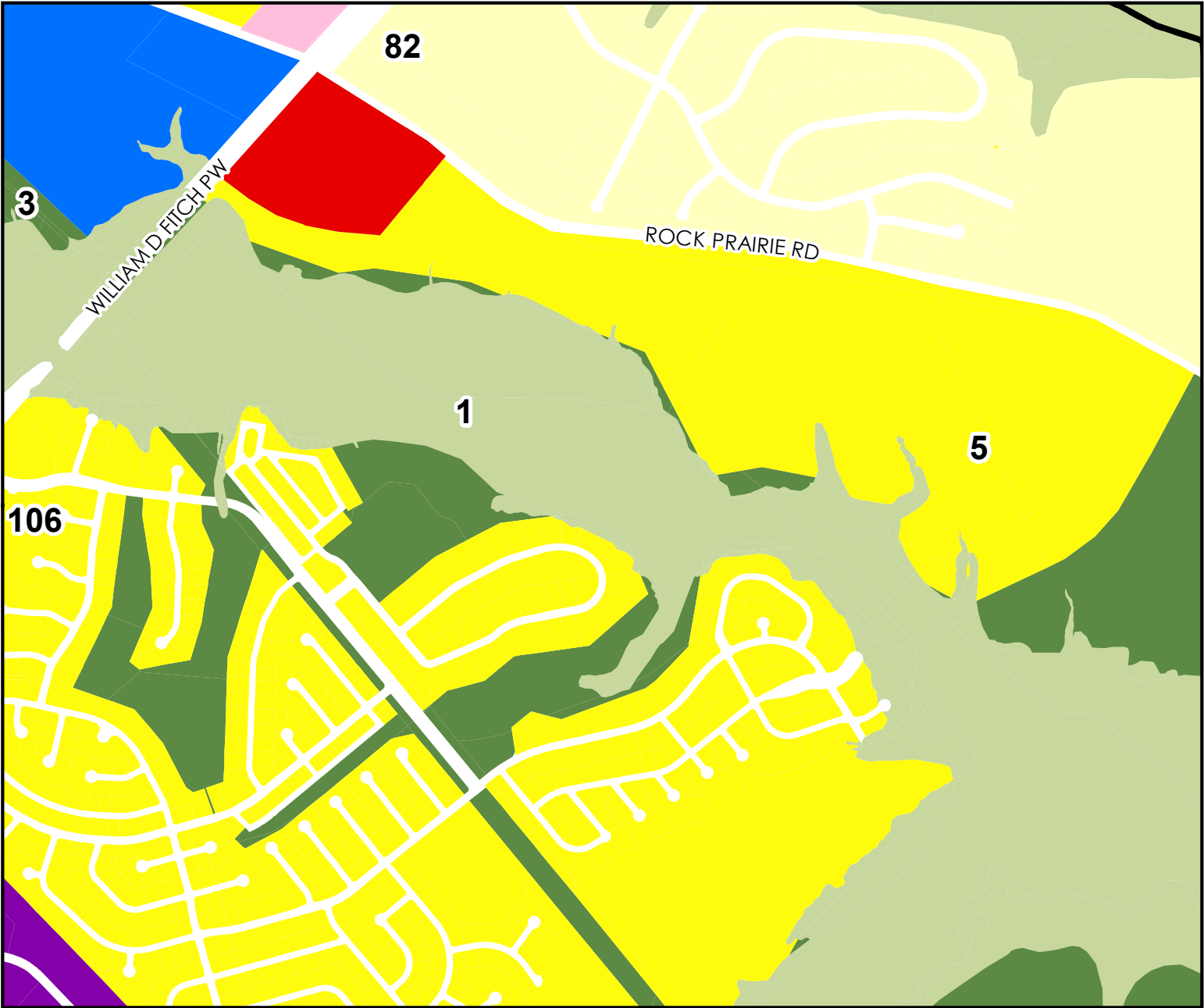


ADOPTED/CURRENT PLAN

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PROPOSED PLAN

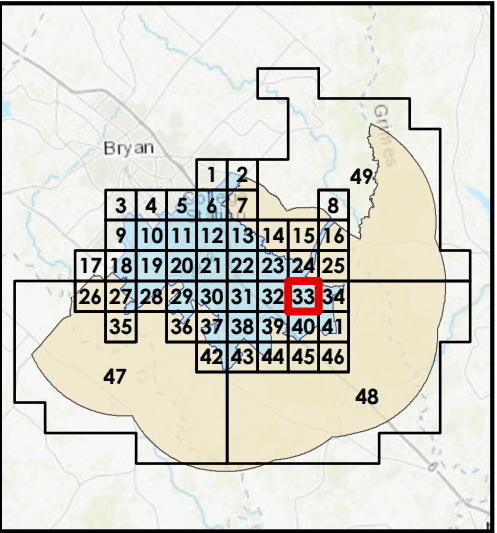
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See Page 40

Urban	Neighborhood Conservation	Wellborn Estate - Open
Urban Mixed Use	Medical Use	Wellborn Business Park
General Commercial	Institutional/Public	Wellborn Commercial
Suburban Commercial	Utilities	Wellborn Preserve
Business Park	Texas A&M University	Wellborn Estate
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban
Estate	Water	Redevelopment Areas
Rural	Wellborn Preserve - Open	

Urban Center	Rural
Neighborhood Center	Neighborhood Conservation
General Commercial	Medical
Neighborhood Commercial	Wellborn
Business Center	Institutional/Public
Urban Residential	Texas A&M University
Mixed Residential	Parks and Greenways
Suburban Residential	Natural & Open Areas
Estate Residential	Redevelopment Area

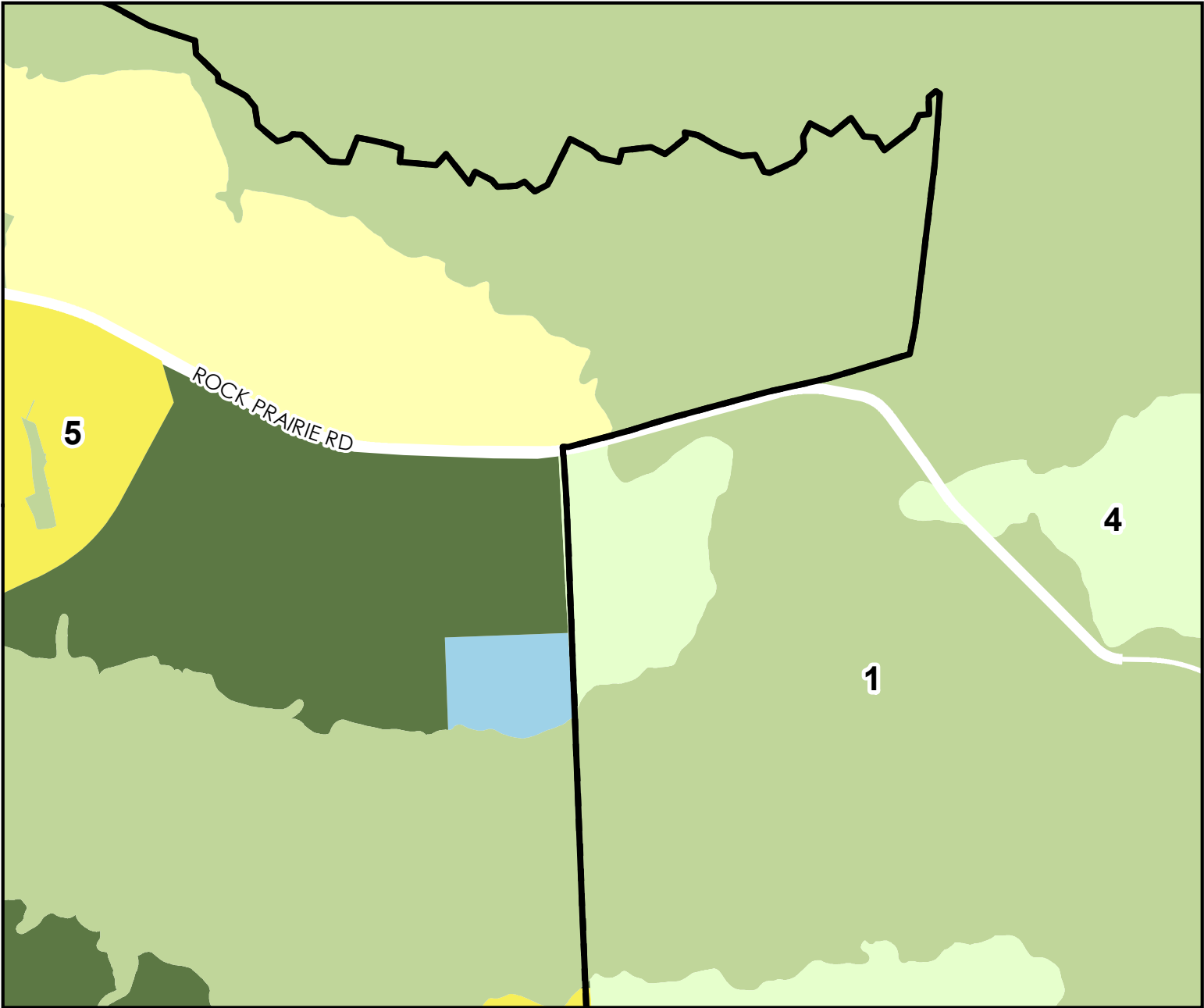
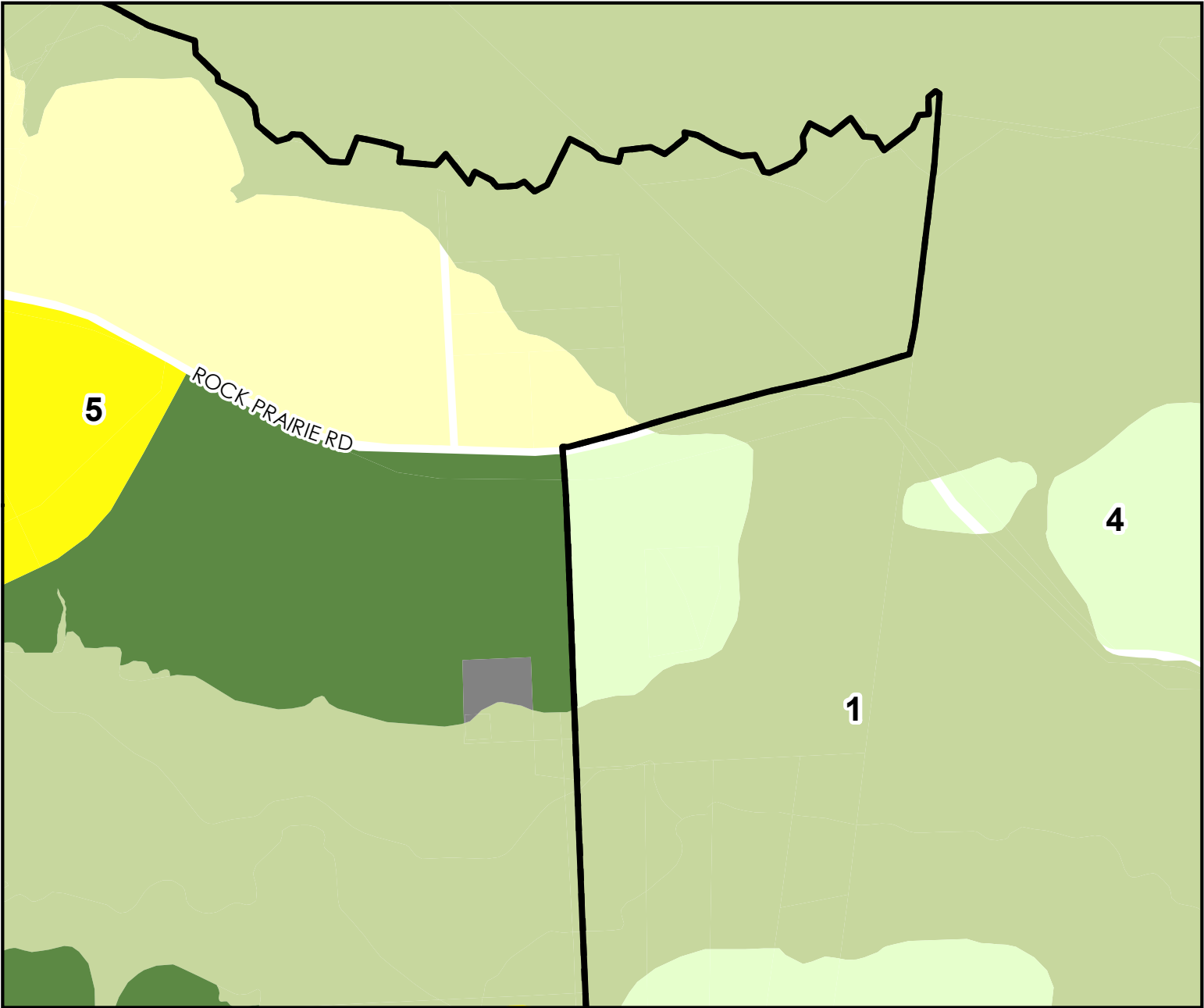


ADOPTED/CURRENT PLAN

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PROPOSED PLAN

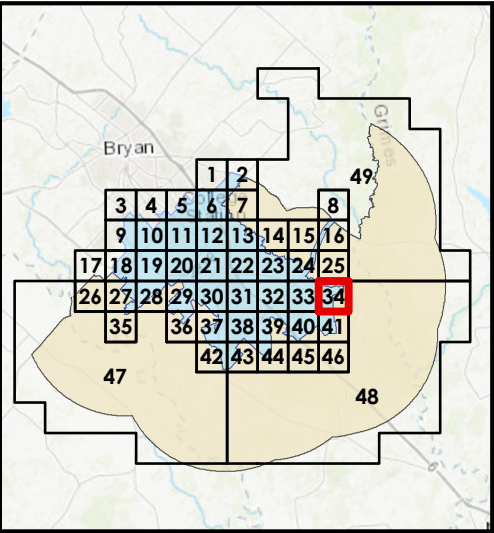
[DRAFT]



See Page 41

	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

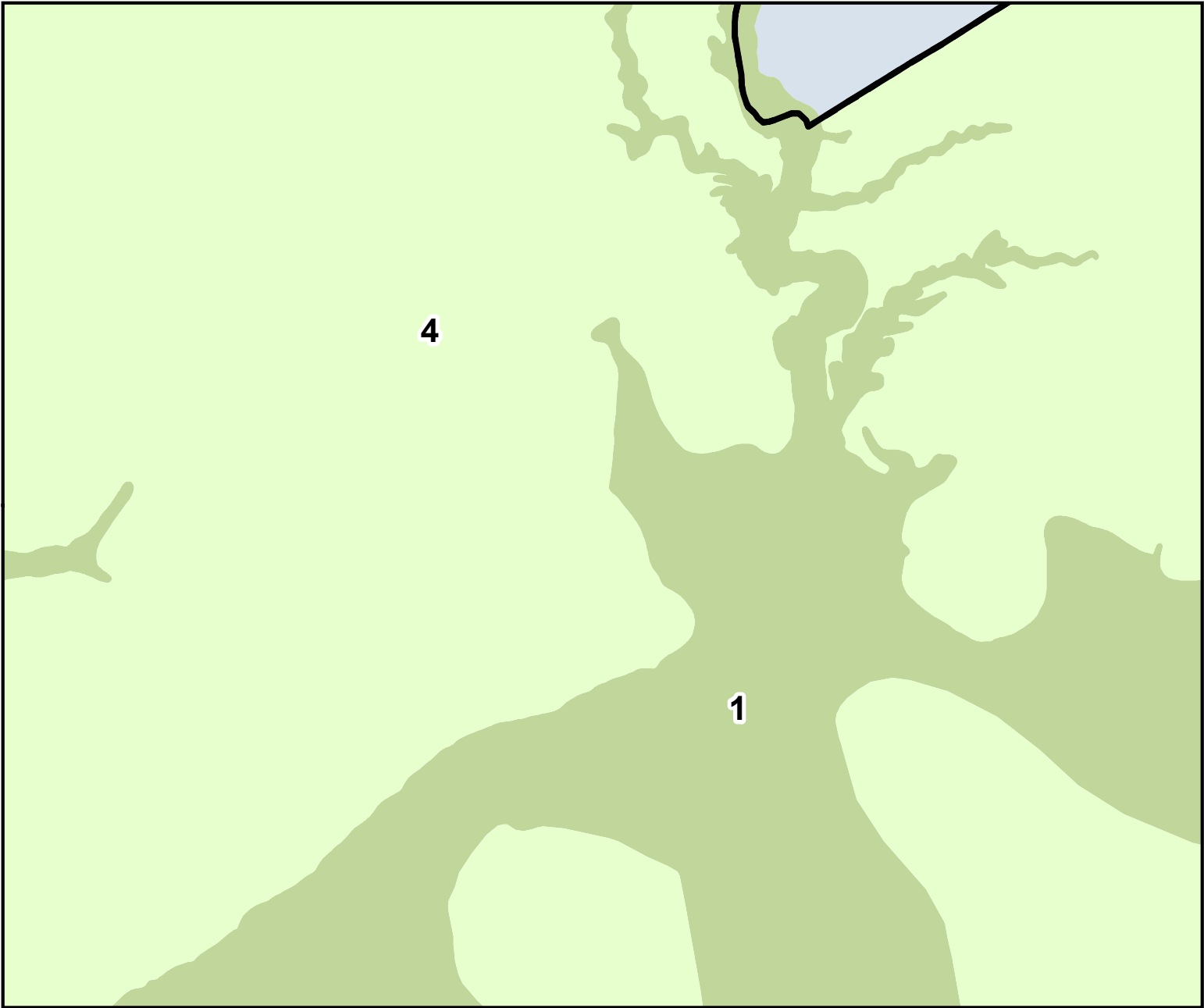
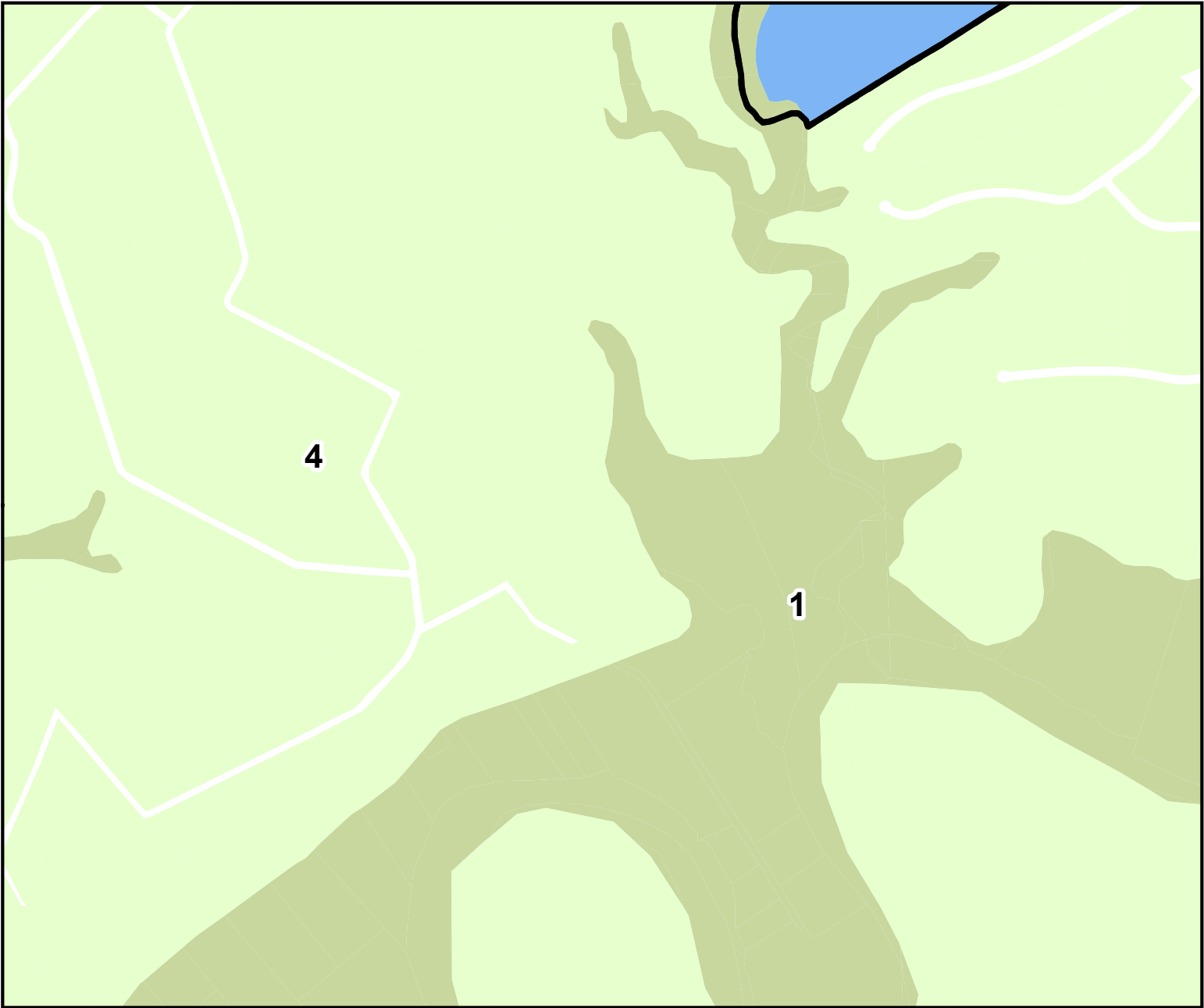


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See Page 27

PROPOSED PLAN

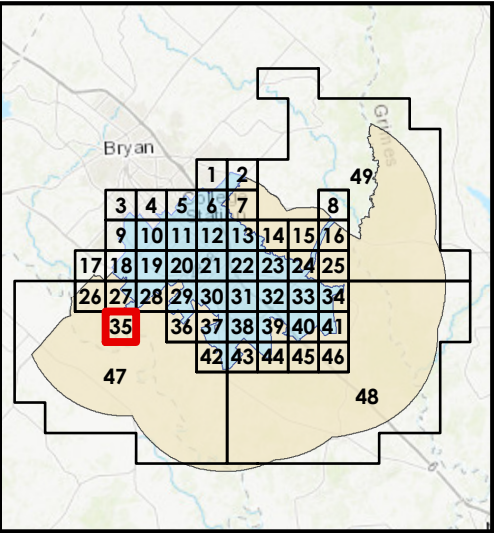
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area



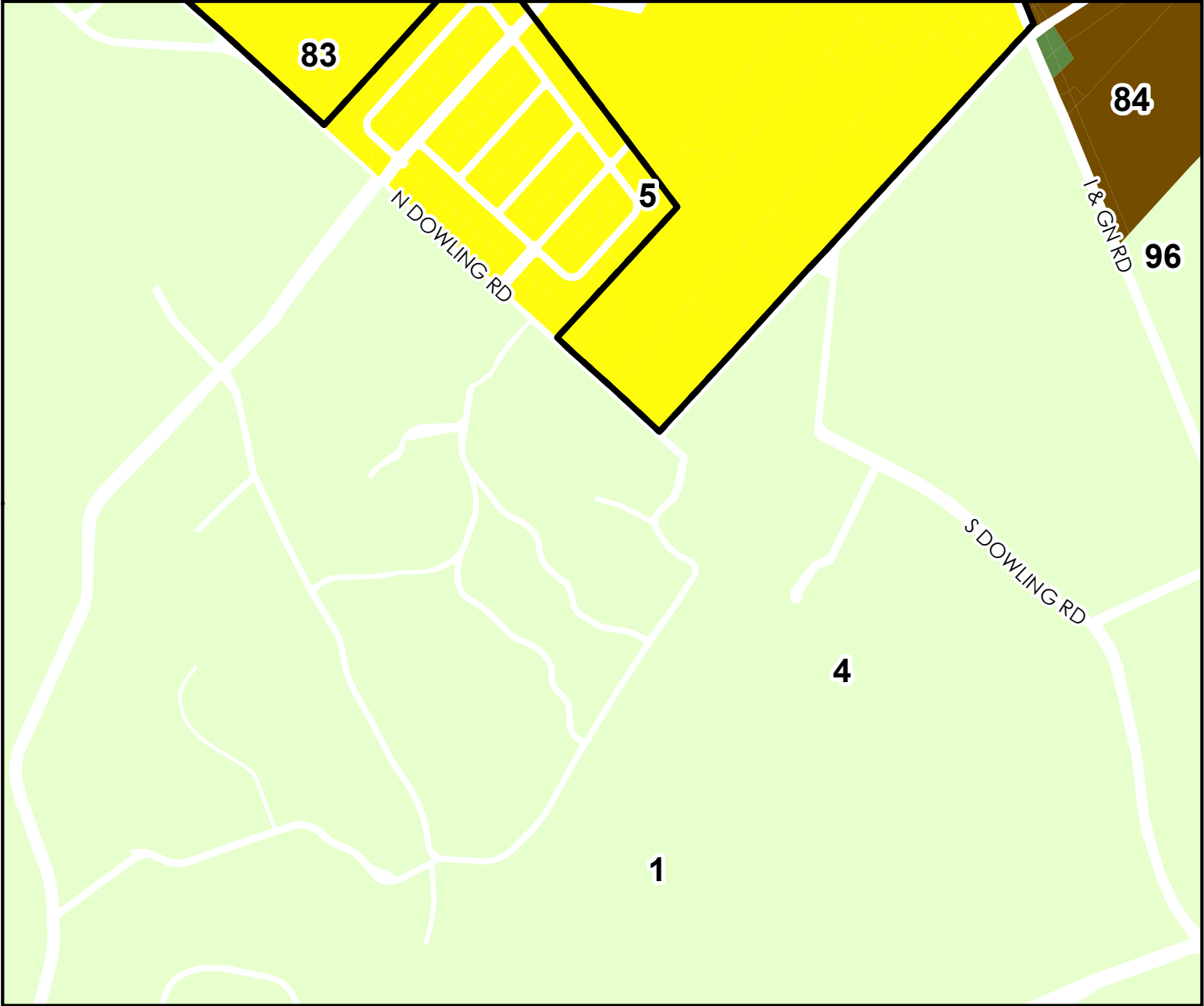
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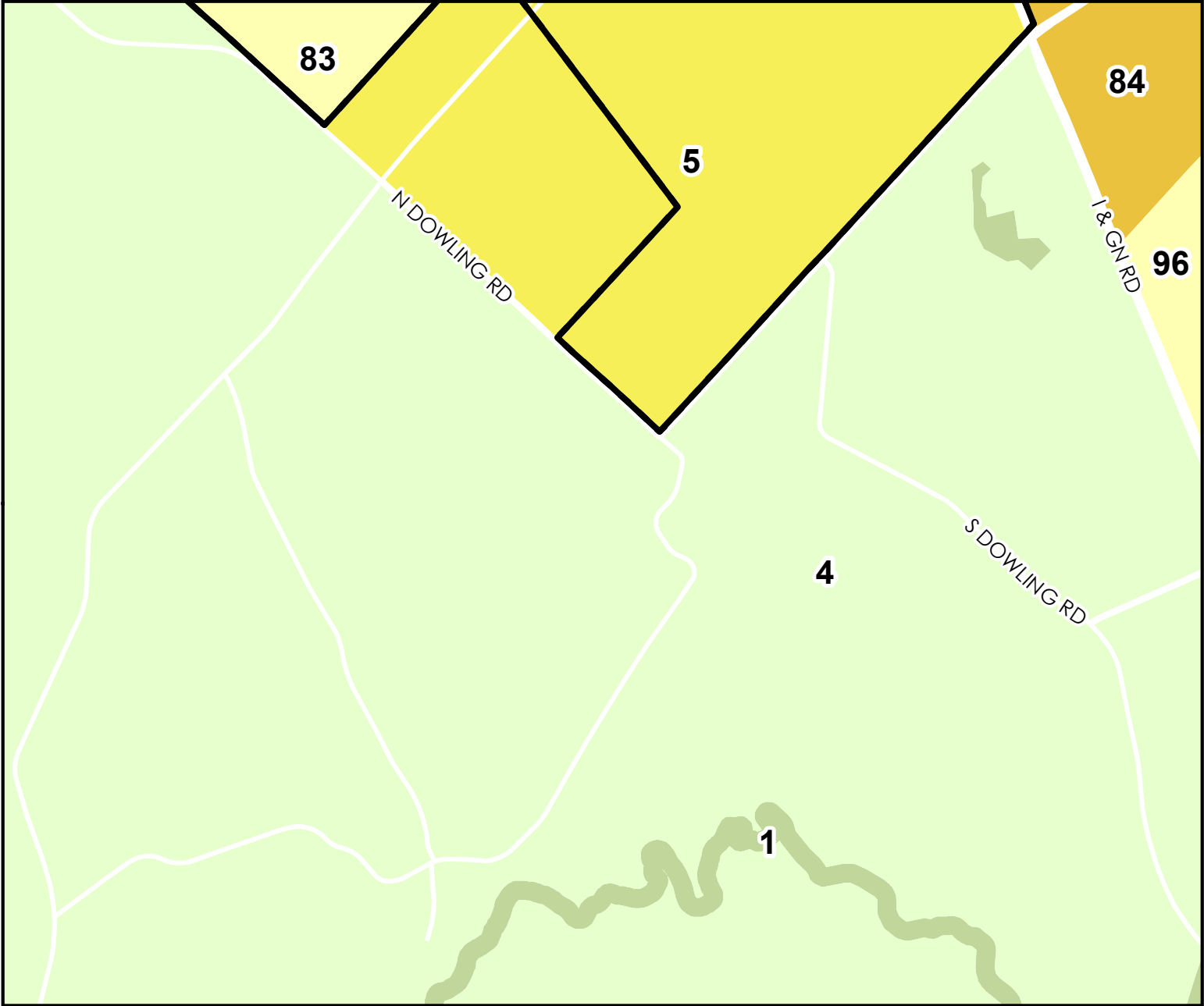
PROPOSED PLAN

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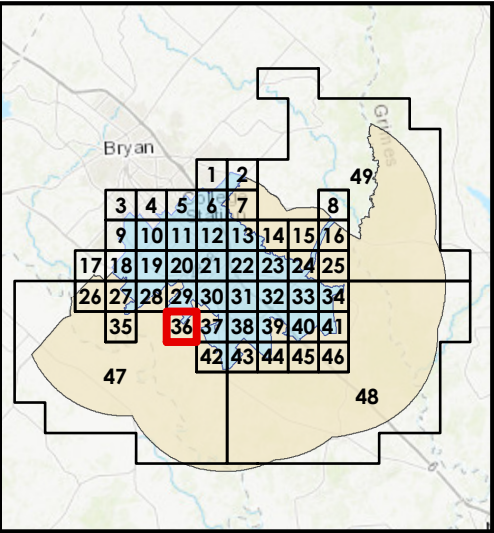
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area



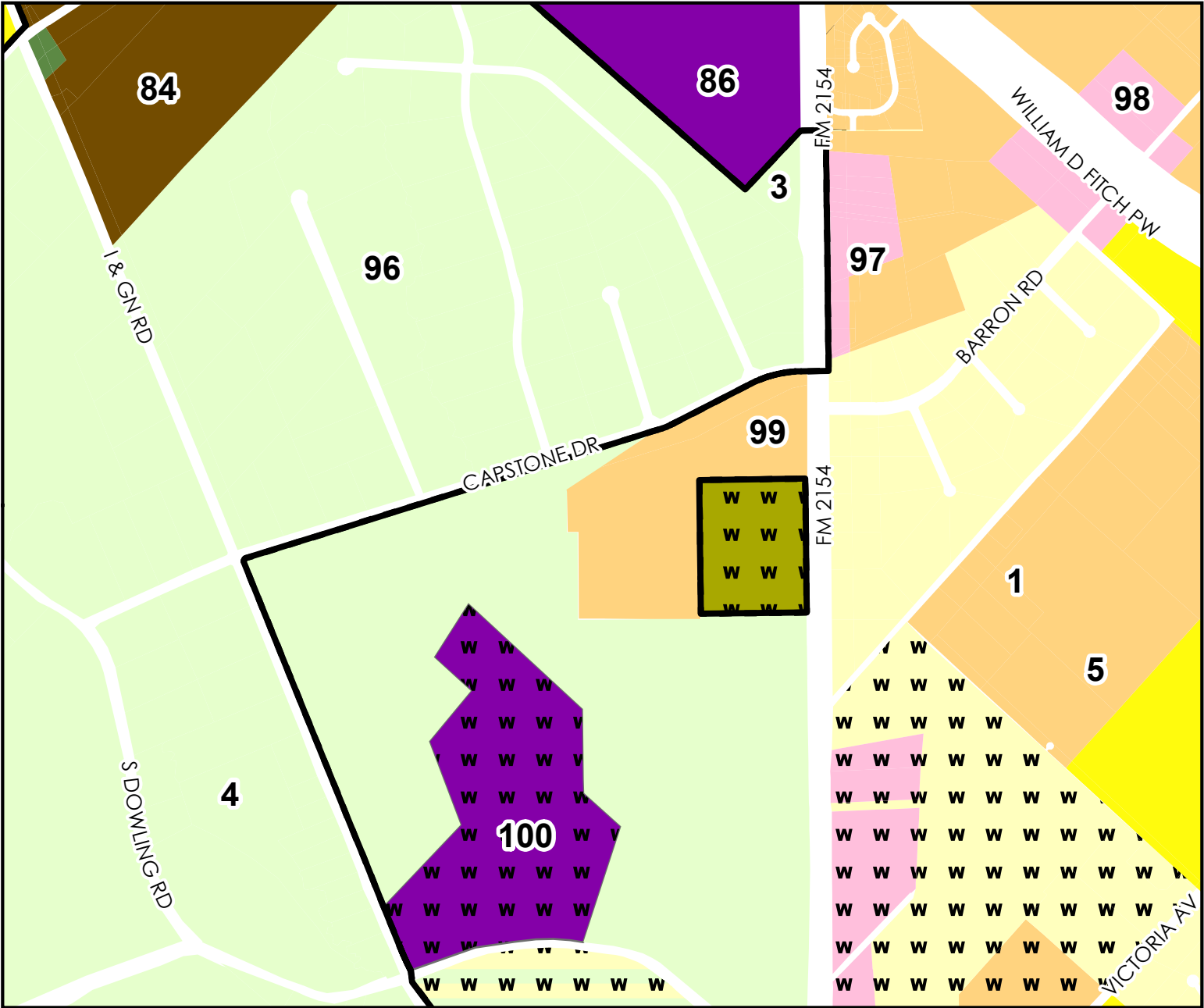
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See Page 30

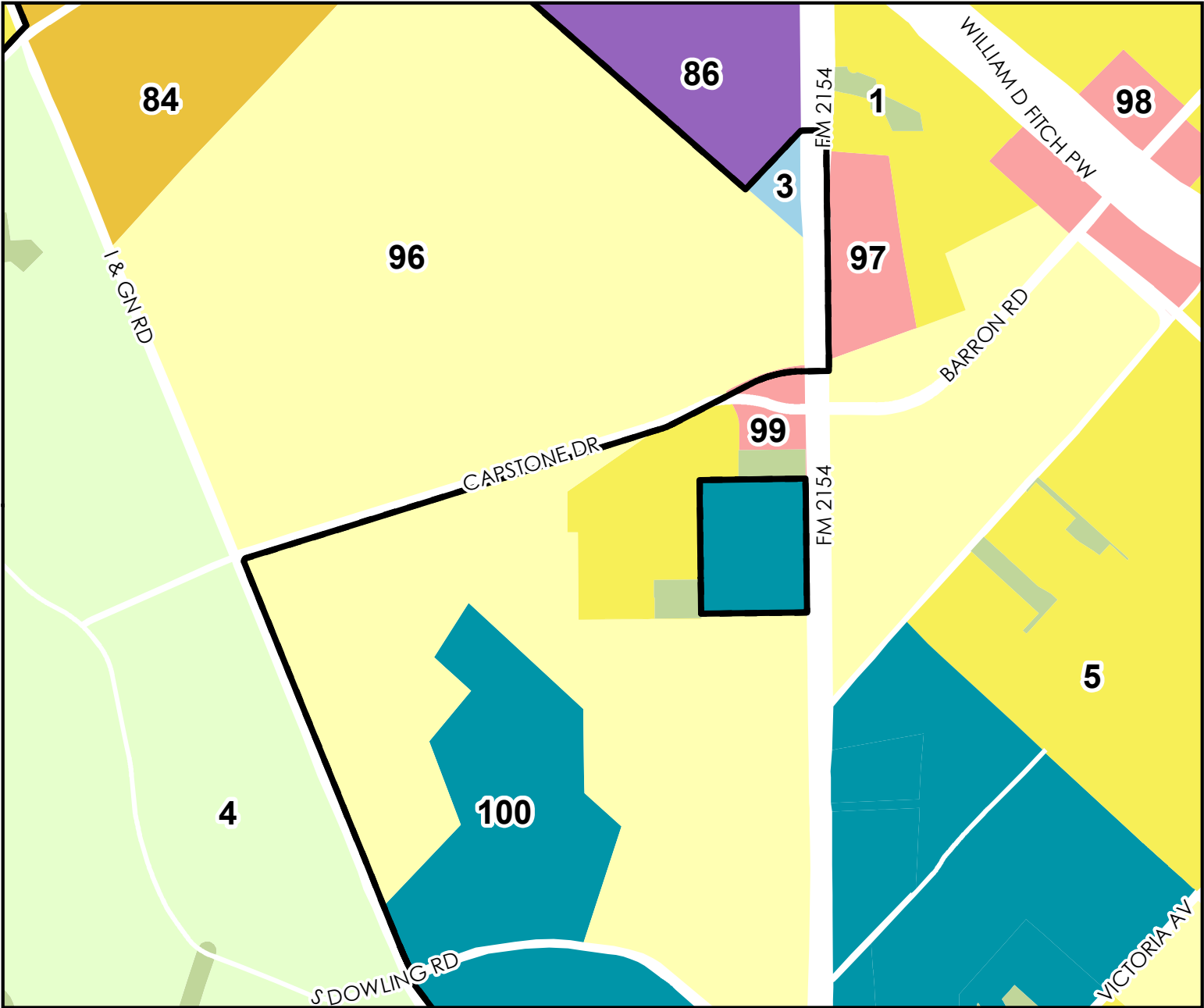
PROPOSED PLAN

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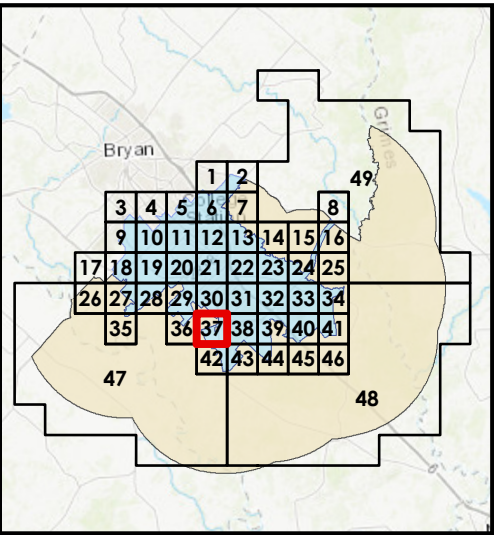
See Page 42



See Page 38

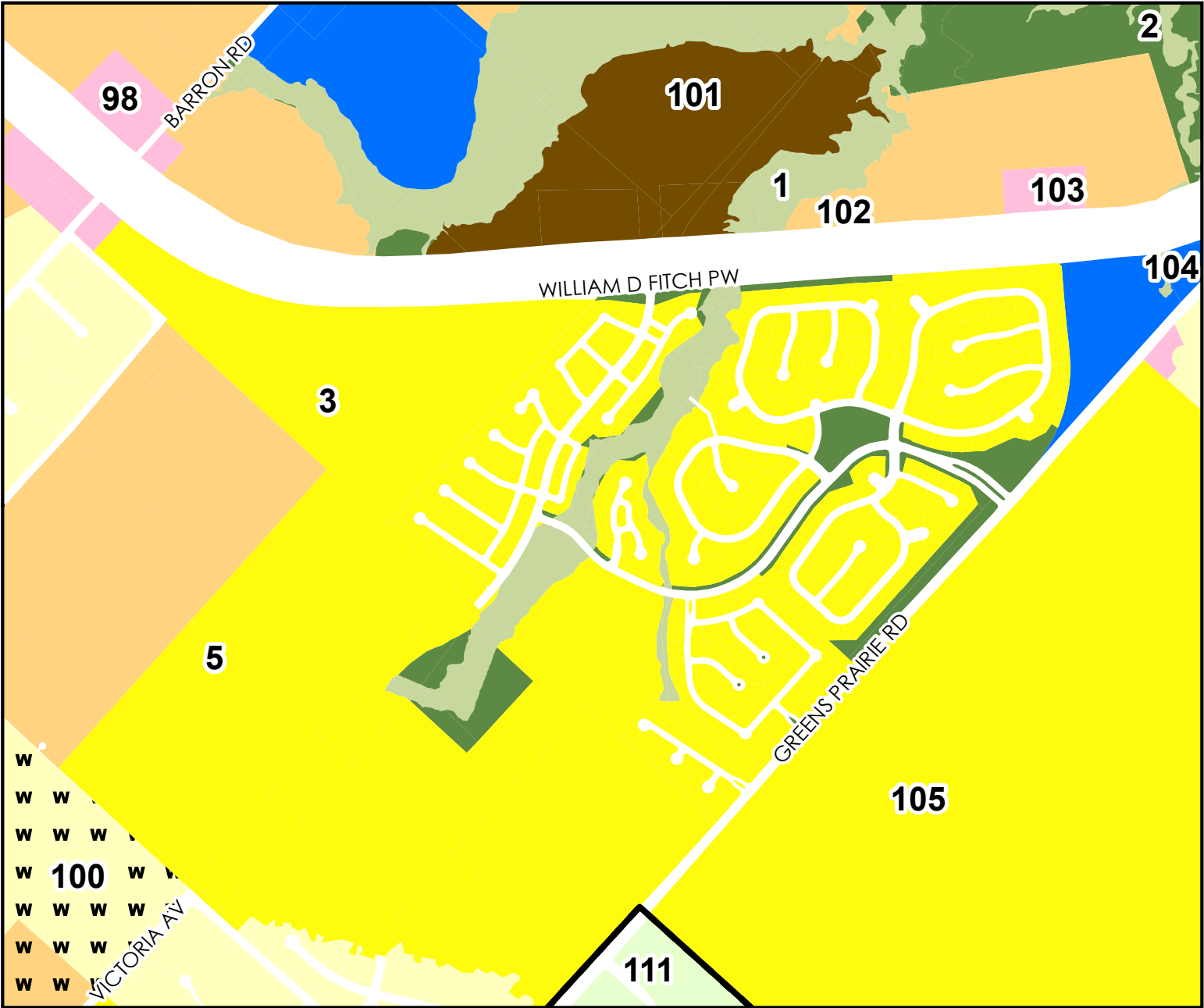
Urban	Neighborhood Conservation	Wellborn Estate - Open
Urban Mixed Use	Medical Use	Wellborn Business Park
General Commercial	Institutional/Public	Wellborn Commercial
Suburban Commercial	Utilities	Wellborn Preserve
Business Park	Texas A&M University	Wellborn Estate
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban
Estate	Water	Redevelopment Areas
Rural	Wellborn Preserve - Open	

Urban Center	Rural
Neighborhood Center	Neighborhood Conservation
General Commercial	Medical
Neighborhood Commercial	Wellborn
Business Center	Institutional/Public
Urban Residential	Texas A&M University
Mixed Residential	Parks and Greenways
Suburban Residential	Natural & Open Areas
Estate Residential	Redevelopment Area



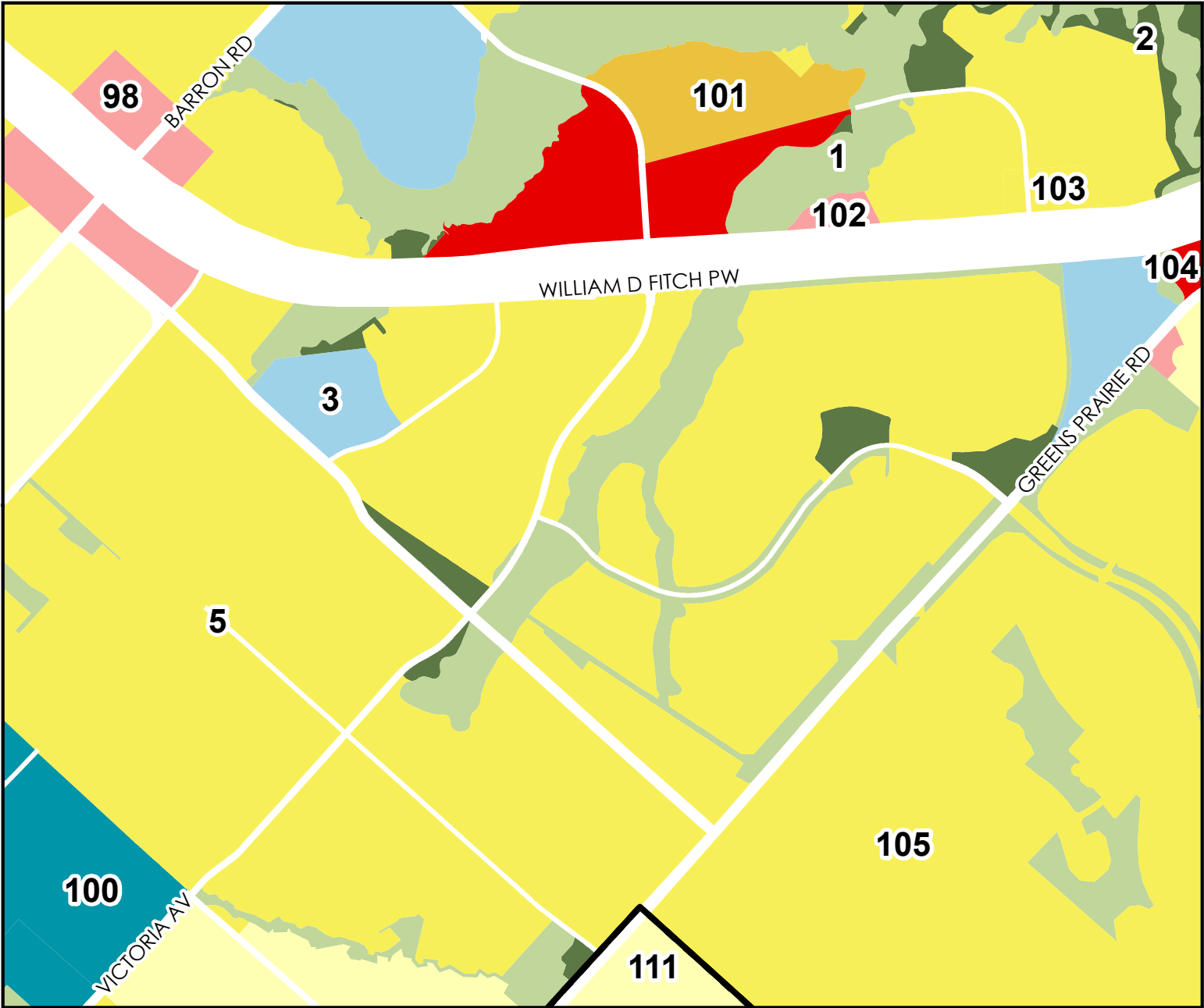
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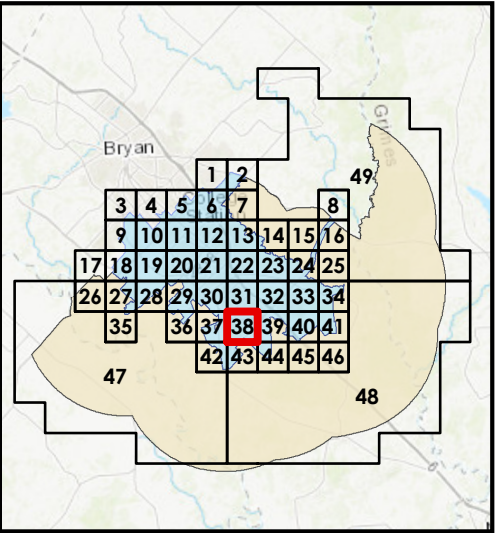
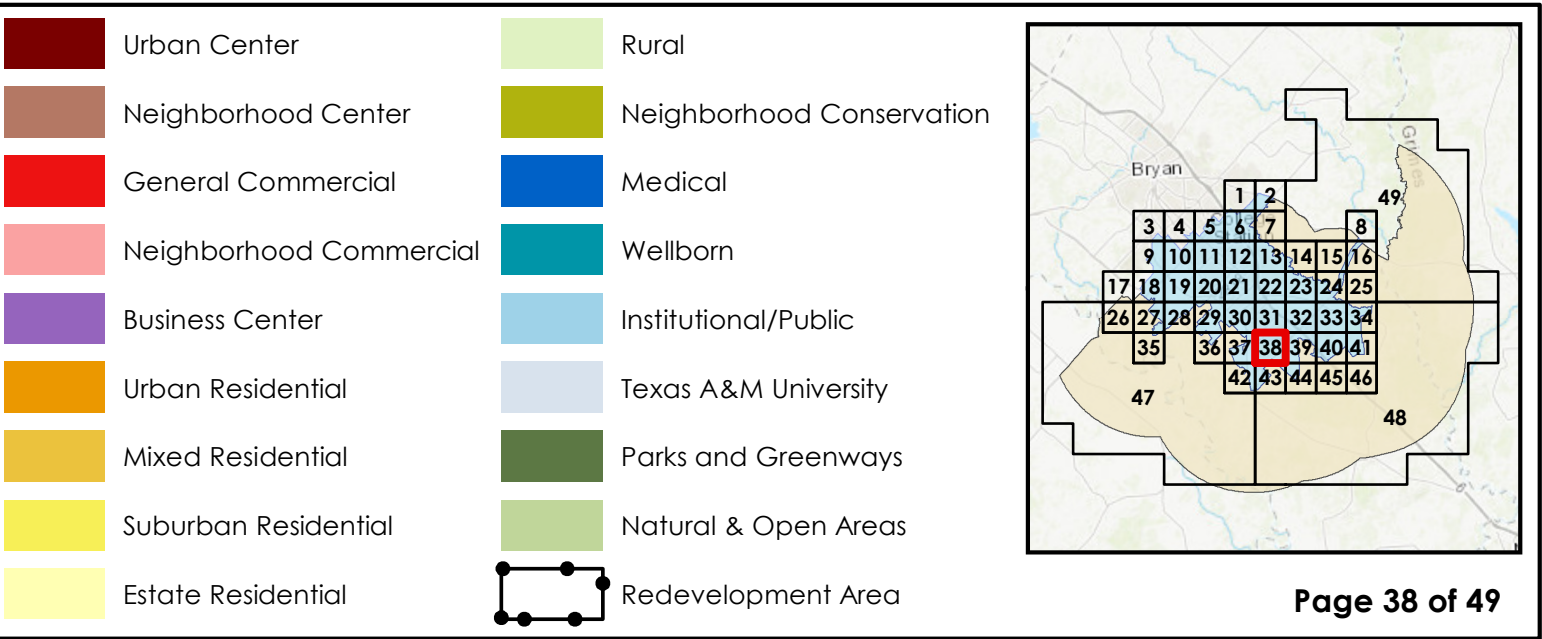
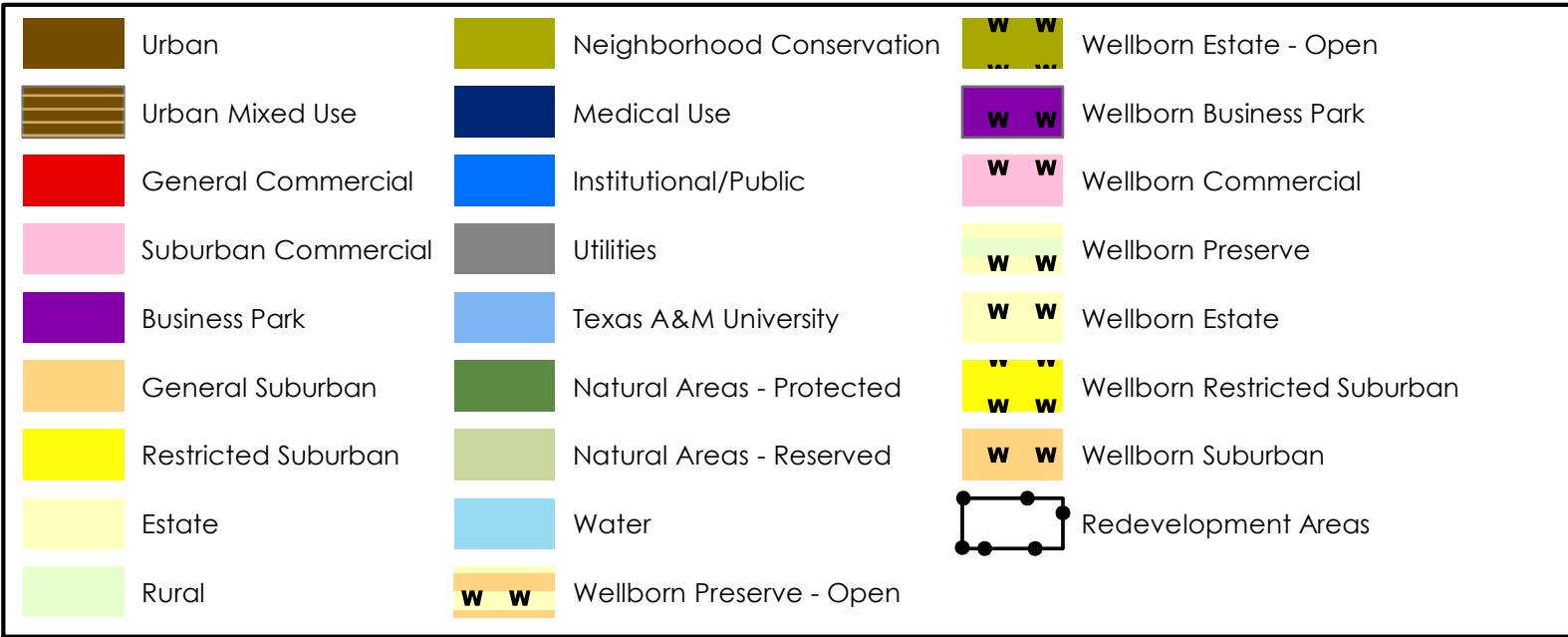


PROPOSED PLAN

[DRAFT]



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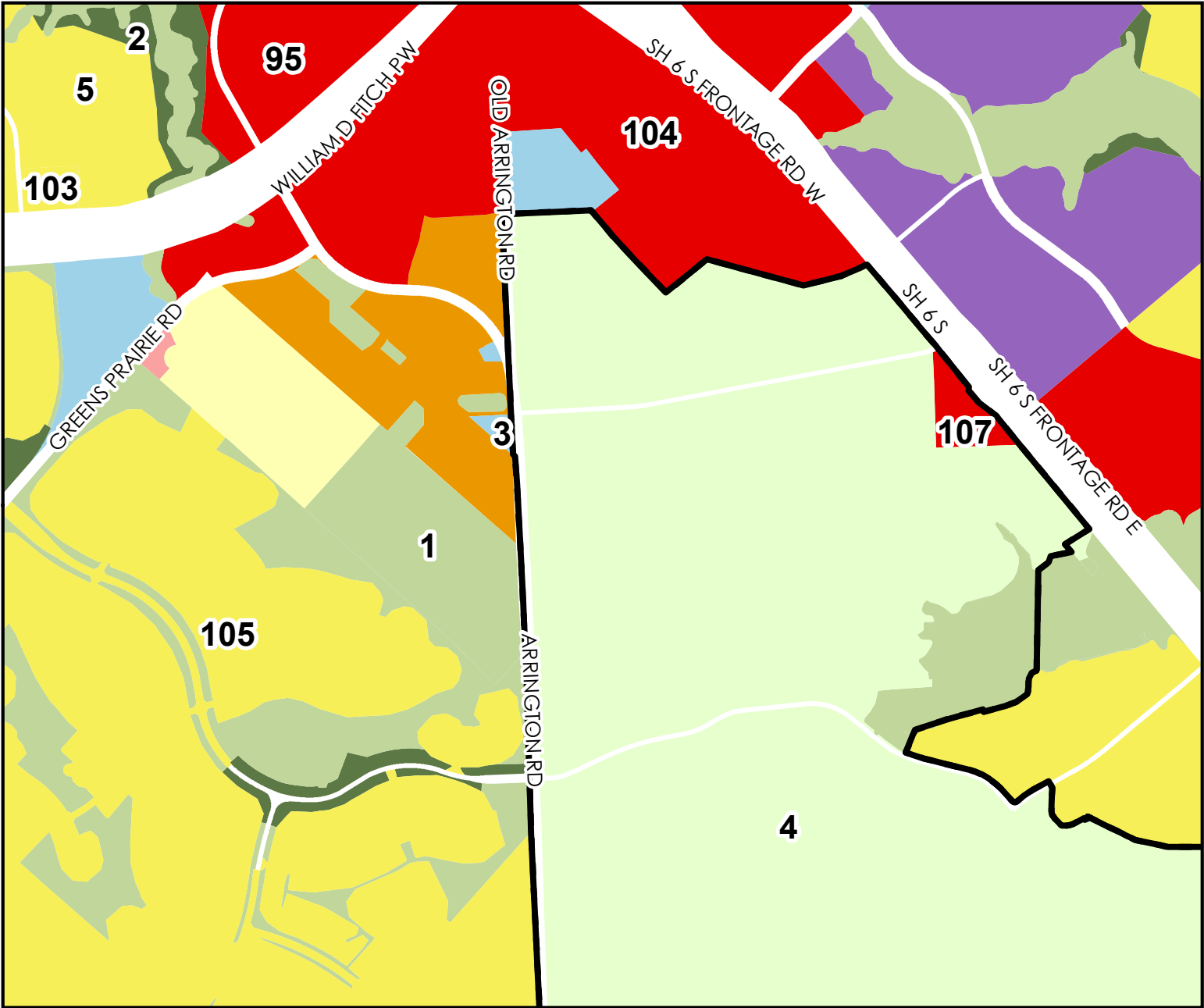
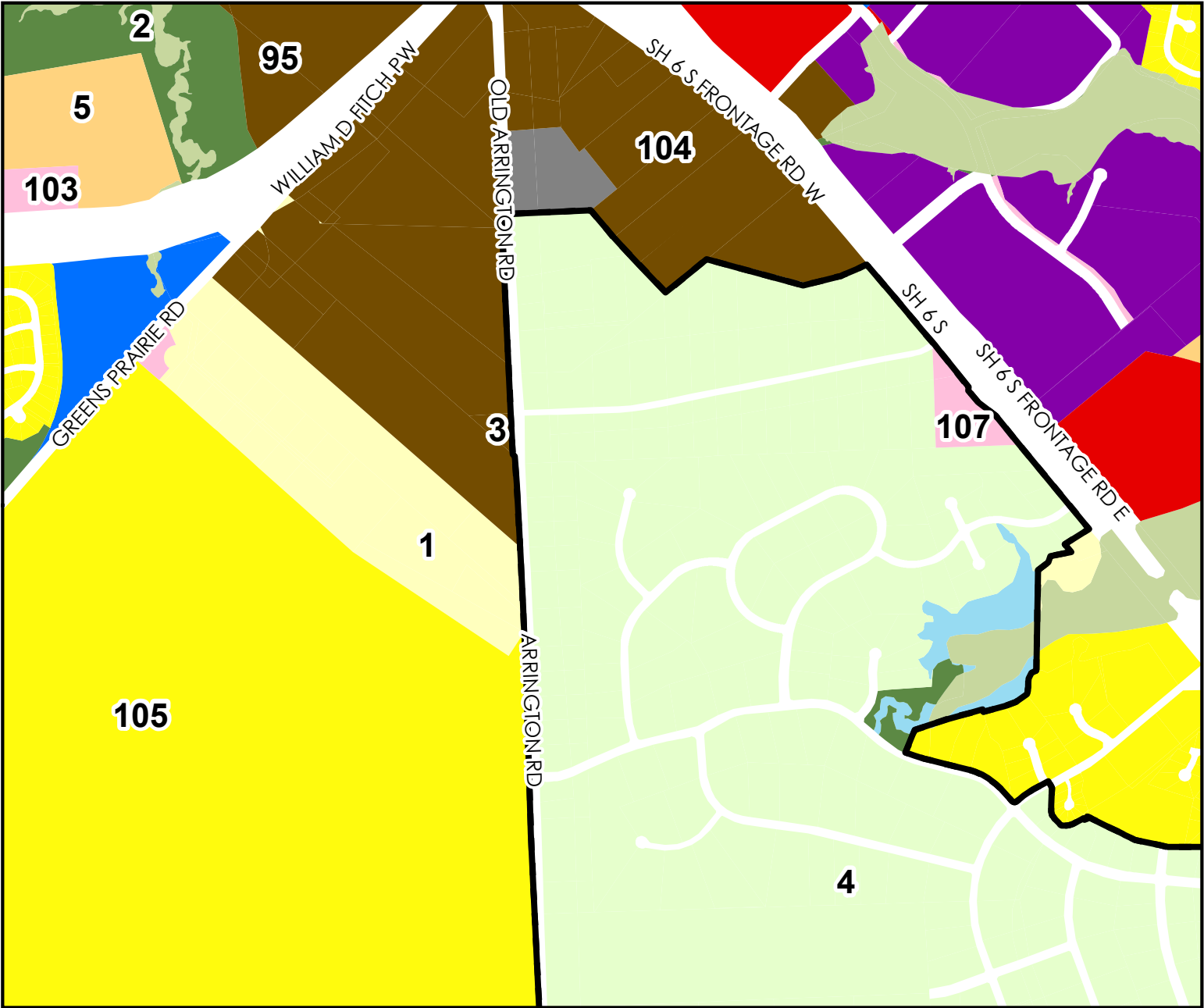


ADOPTED/CURRENT PLAN

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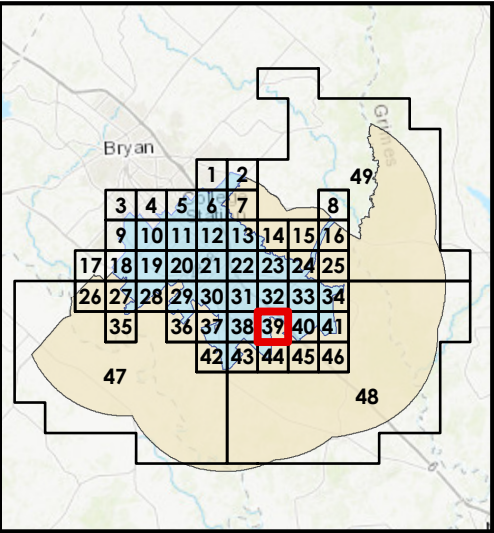
PROPOSED PLAN

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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

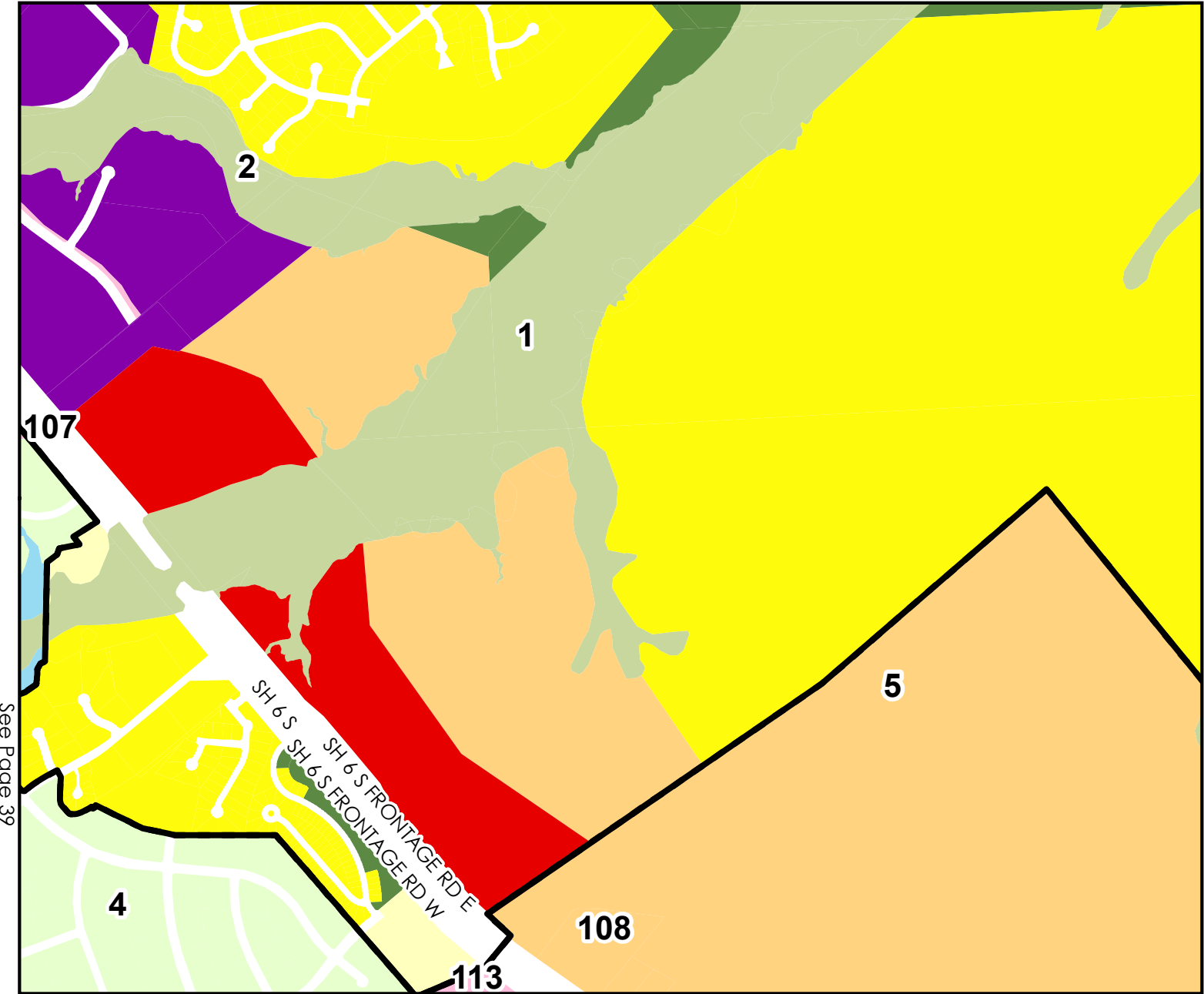


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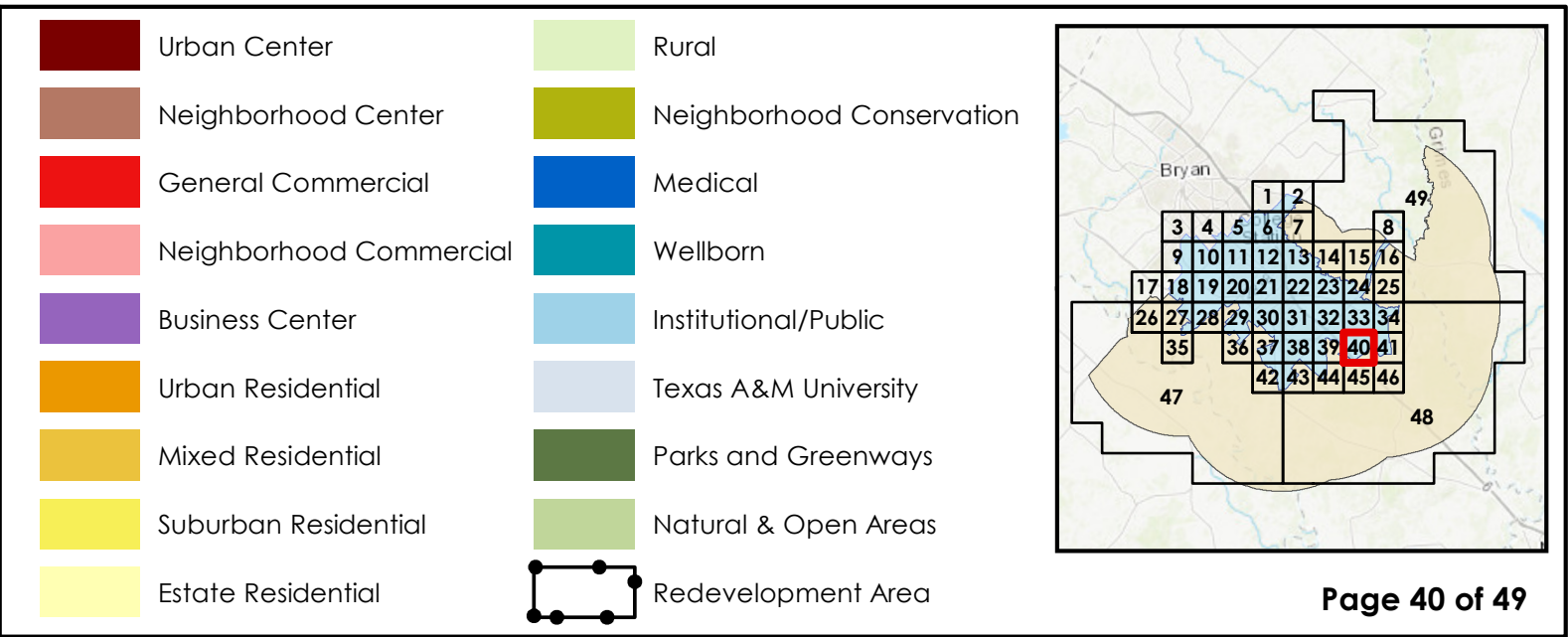
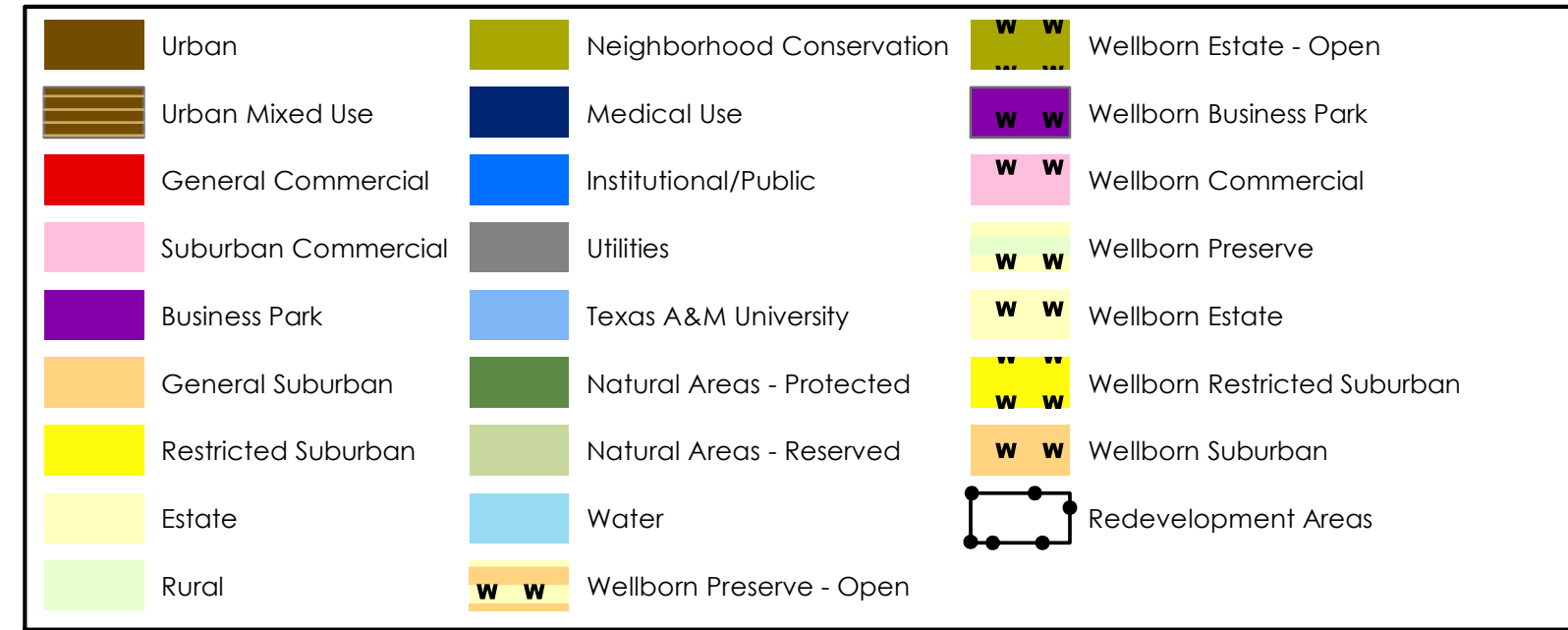
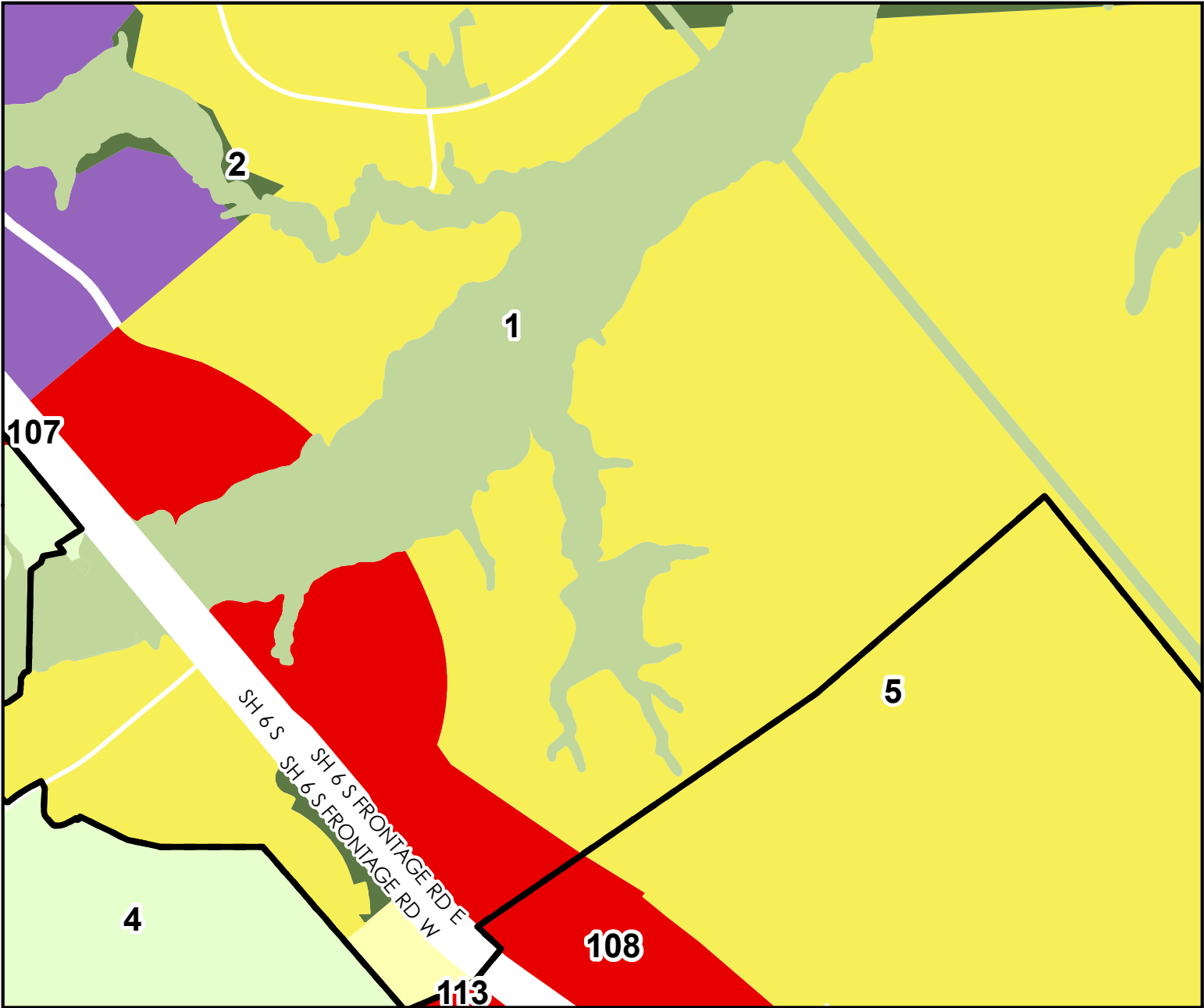
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PROPOSED PLAN

[DRAFT]



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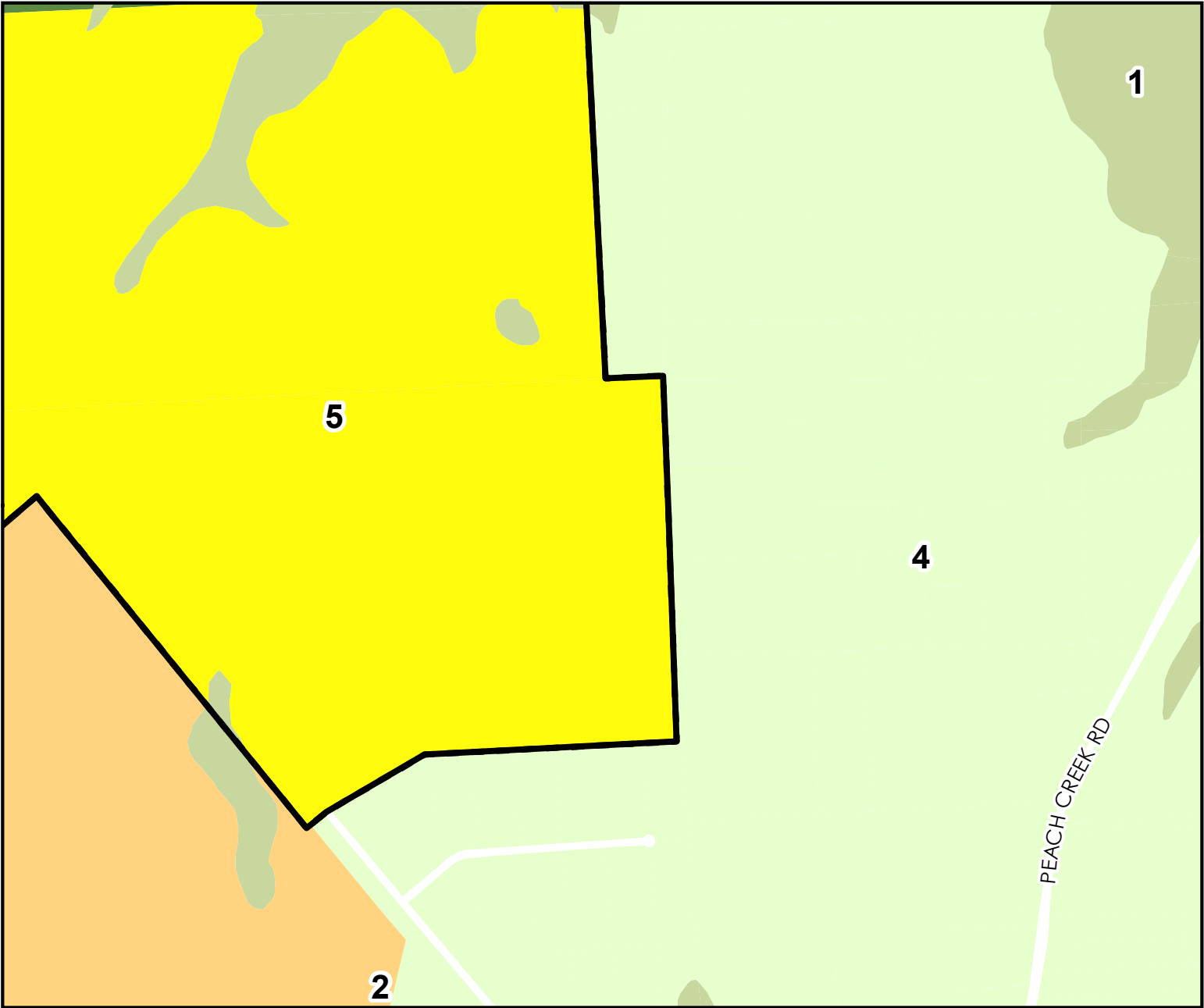
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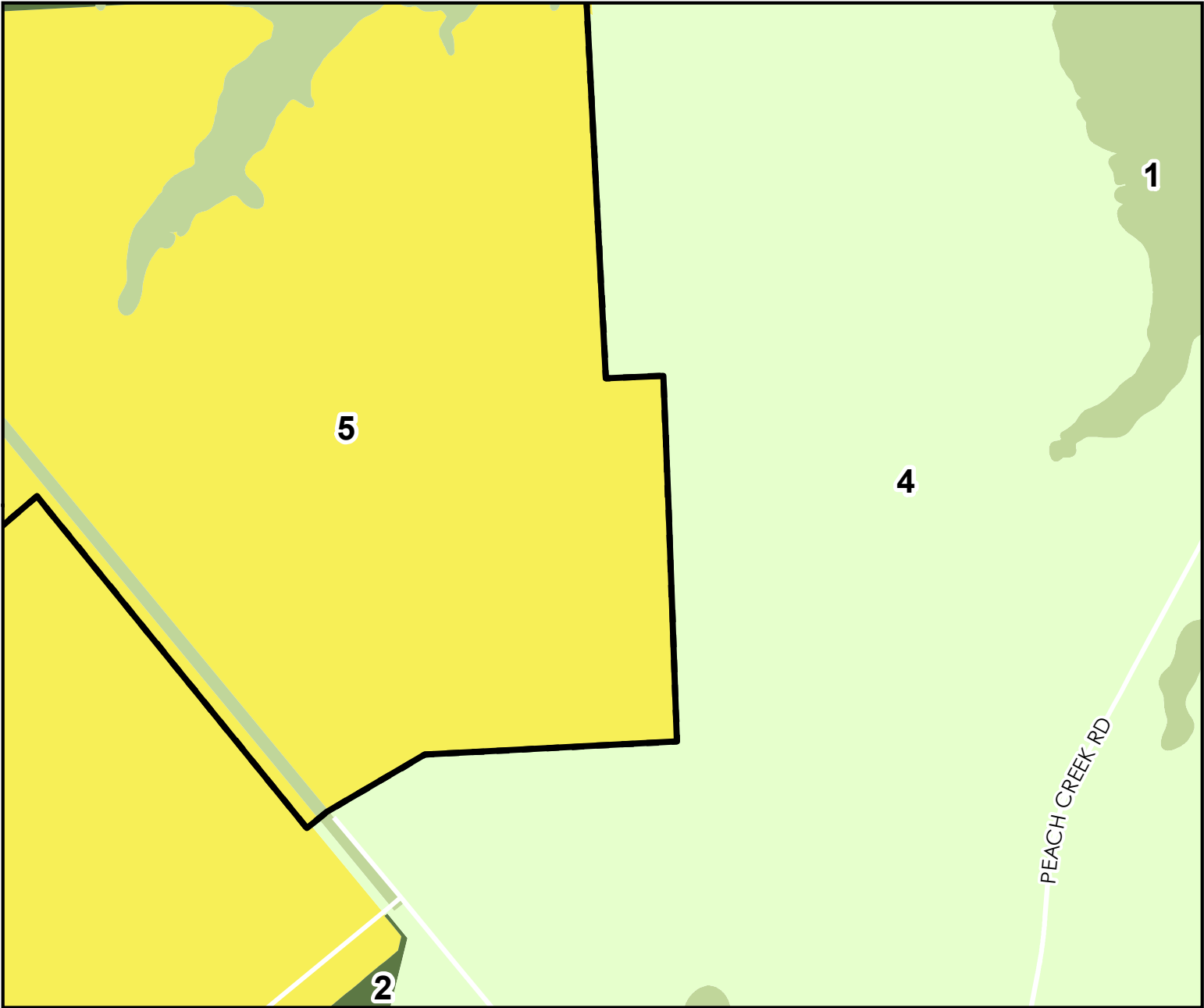
PROPOSED PLAN

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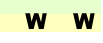
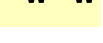
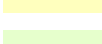
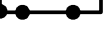
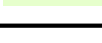
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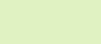
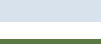
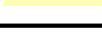
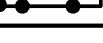


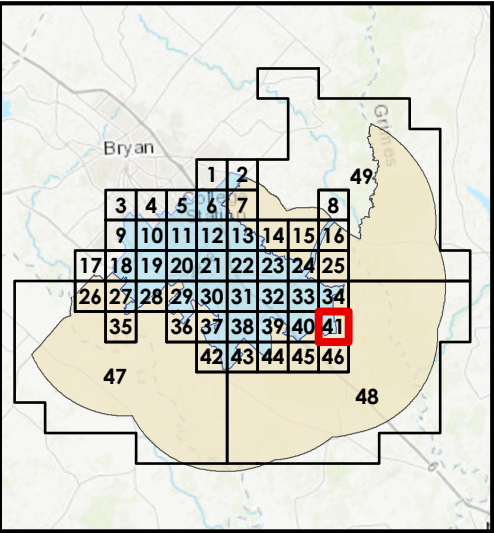
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	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

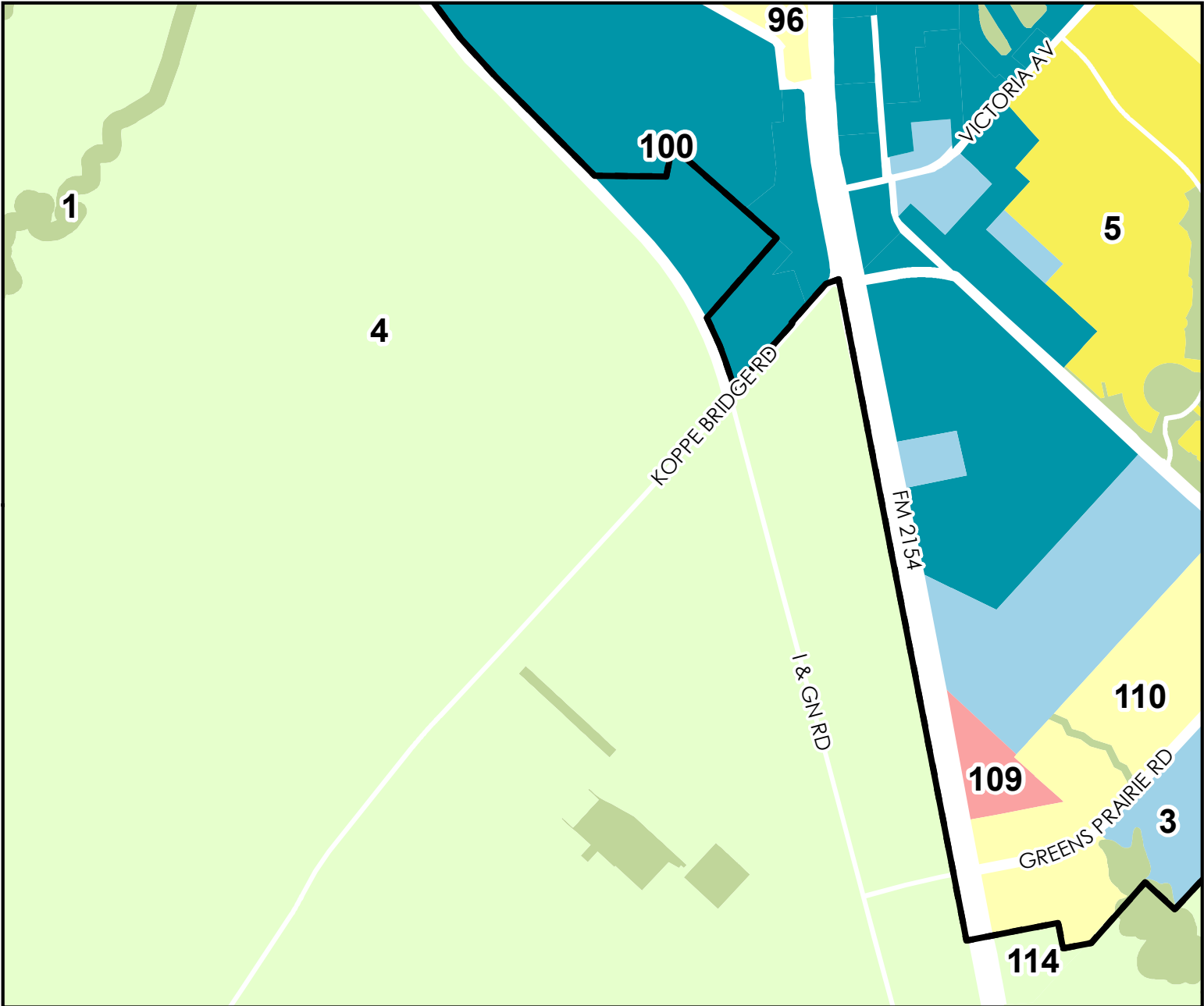
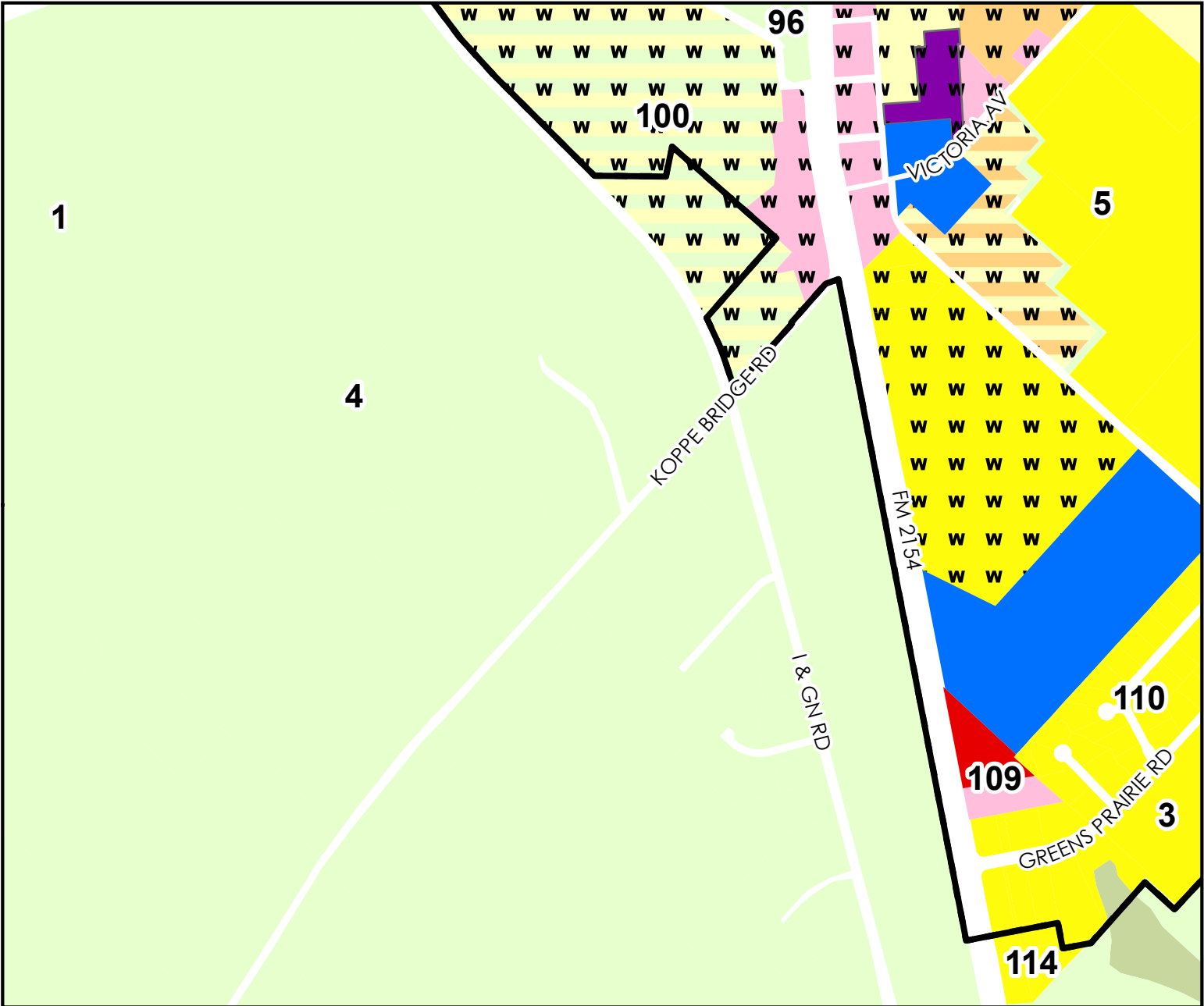


ADOPTED/CURRENT PLAN

See Page 37

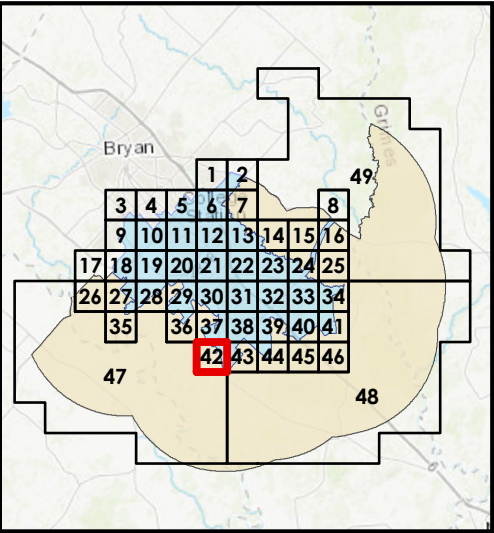
PROPOSED PLAN

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Urban	Neighborhood Conservation	Wellborn Estate - Open
Urban Mixed Use	Medical Use	Wellborn Business Park
General Commercial	Institutional/Public	Wellborn Commercial
Suburban Commercial	Utilities	Wellborn Preserve
Business Park	Texas A&M University	Wellborn Estate
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban
Estate	Water	Redevelopment Areas
Rural	Wellborn Preserve - Open	

Urban Center	Rural
Neighborhood Center	Neighborhood Conservation
General Commercial	Medical
Neighborhood Commercial	Wellborn
Business Center	Institutional/Public
Urban Residential	Texas A&M University
Mixed Residential	Parks and Greenways
Suburban Residential	Natural & Open Areas
Estate Residential	Redevelopment Area



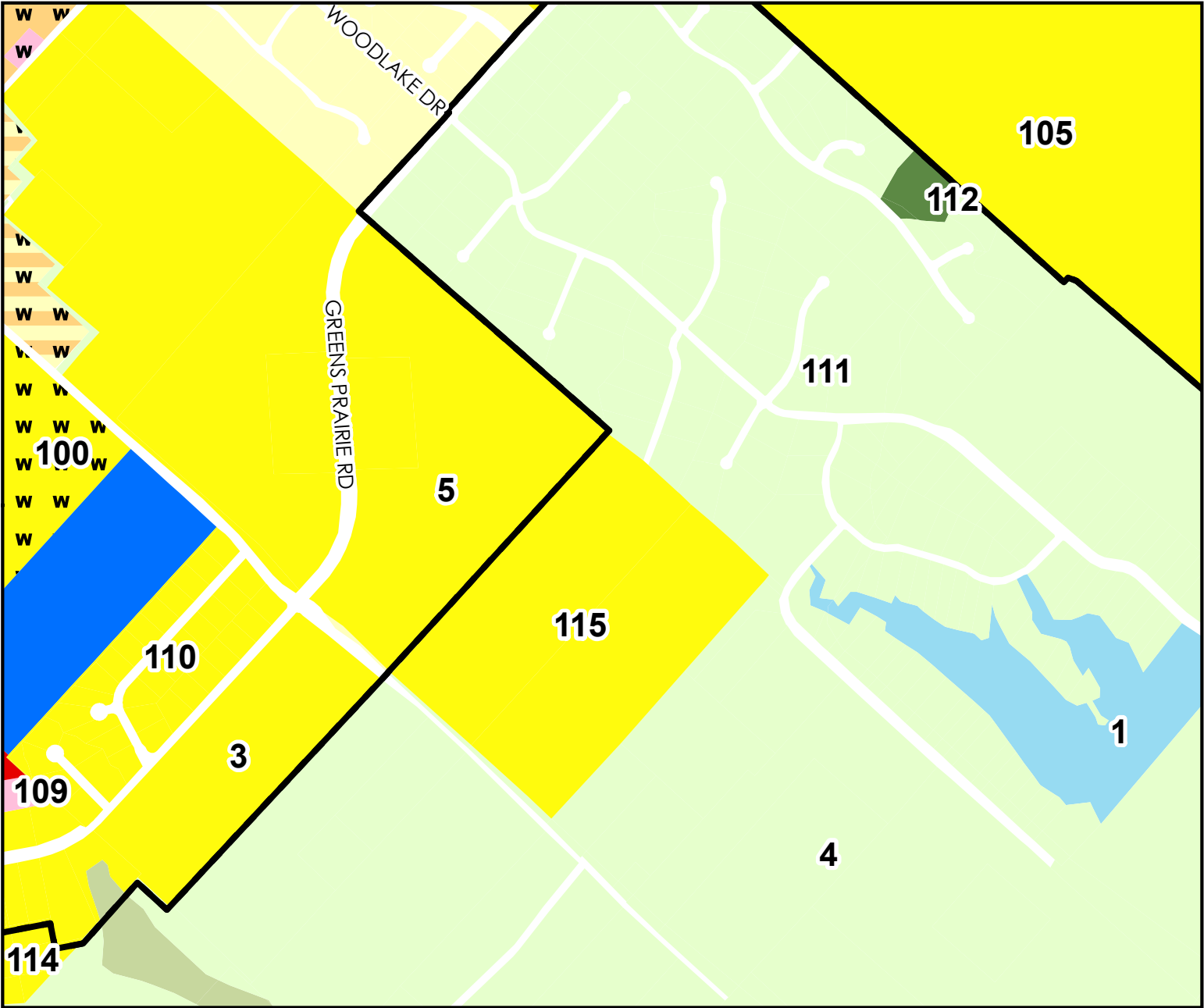
ADOPTED/CURRENT PLAN

See Page 38

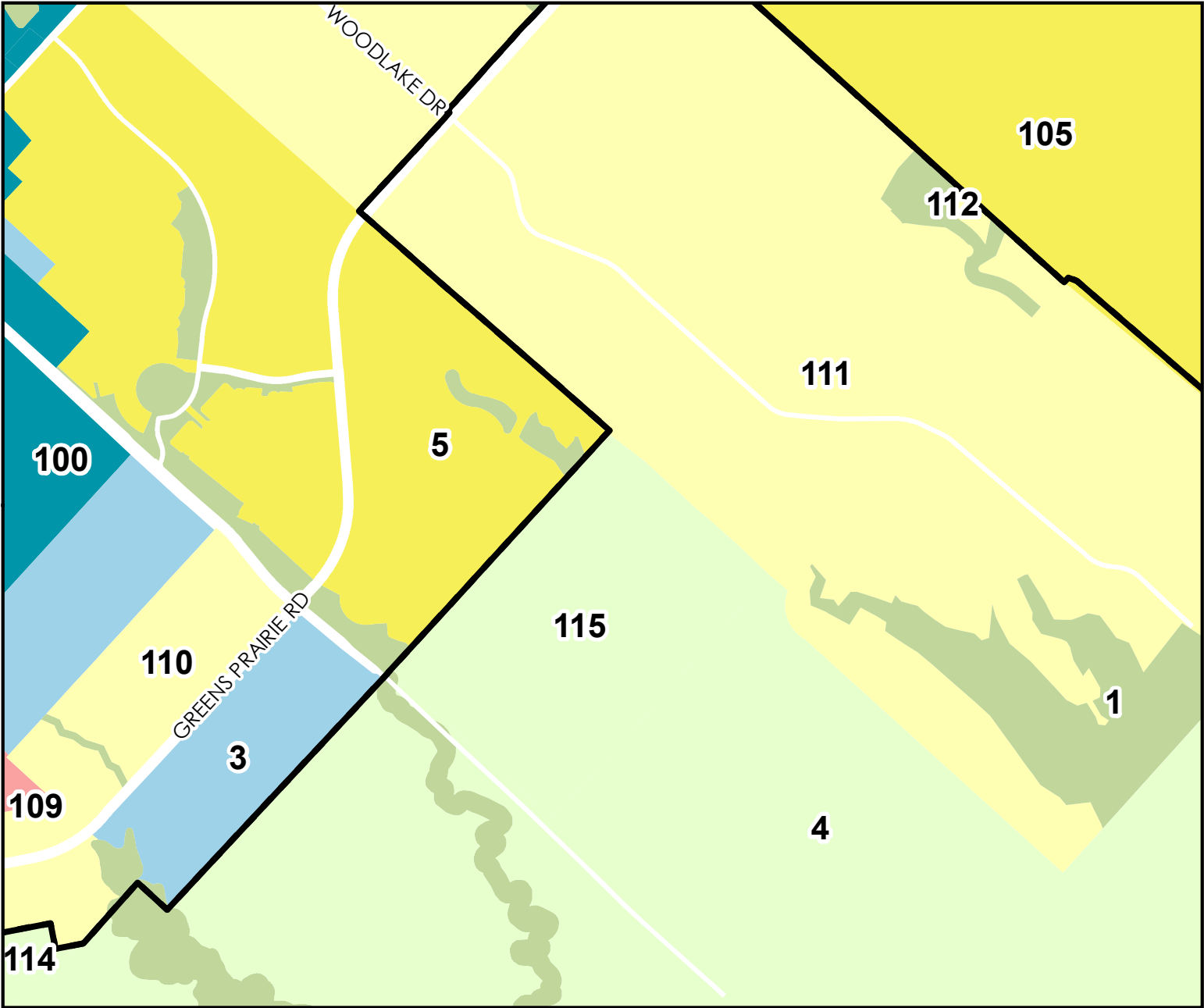
PROPOSED PLAN

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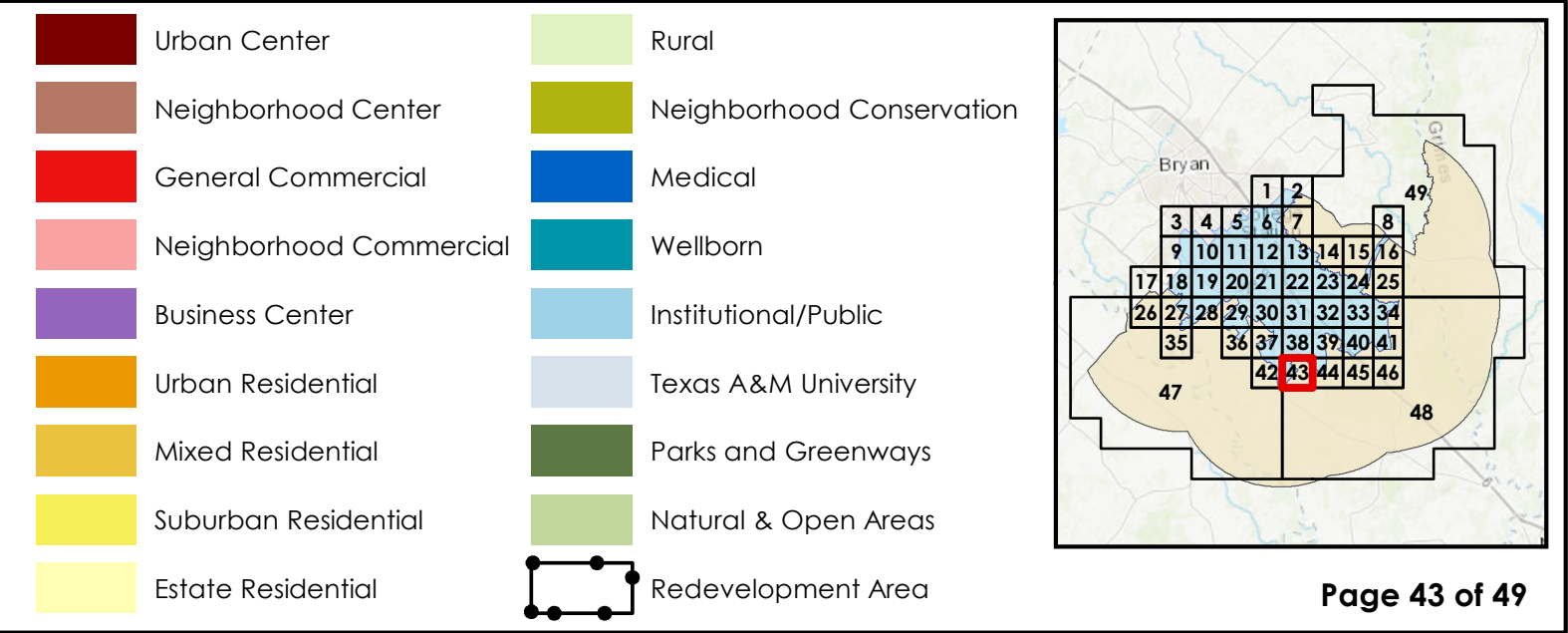
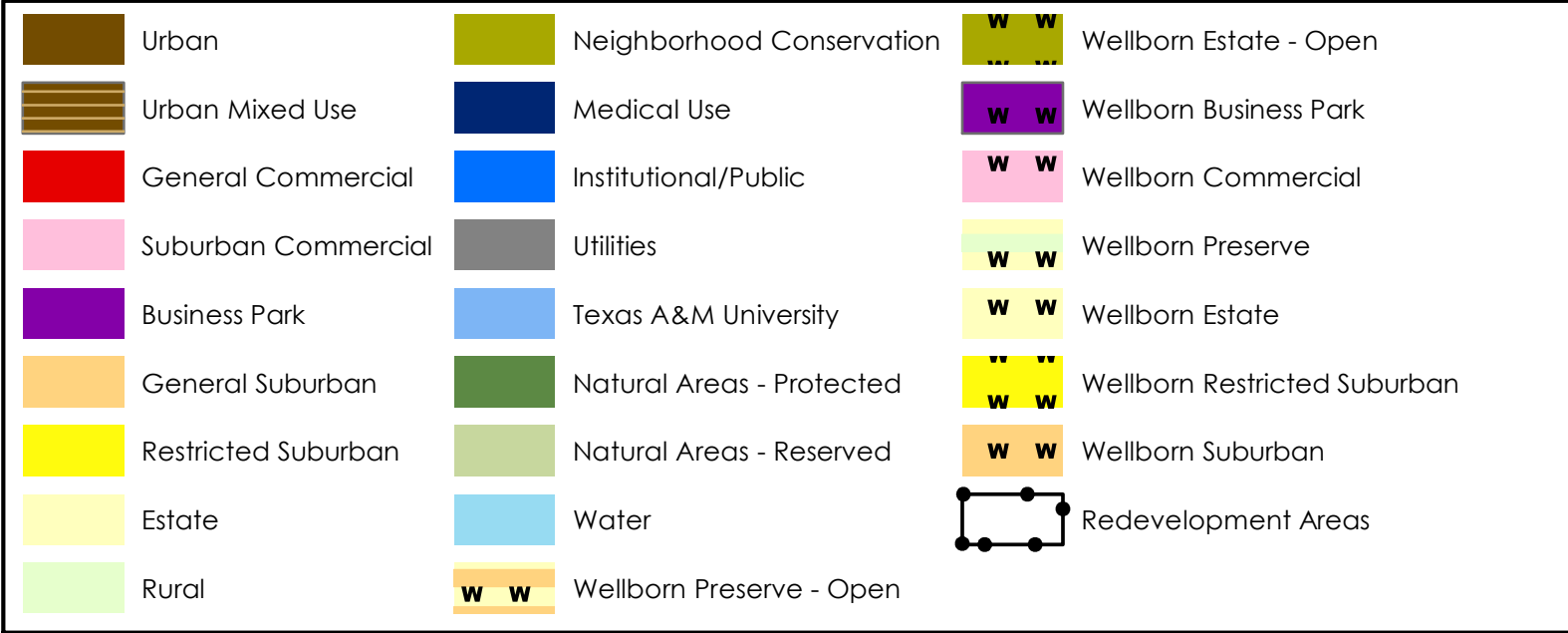
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See Page 48



See Page 44

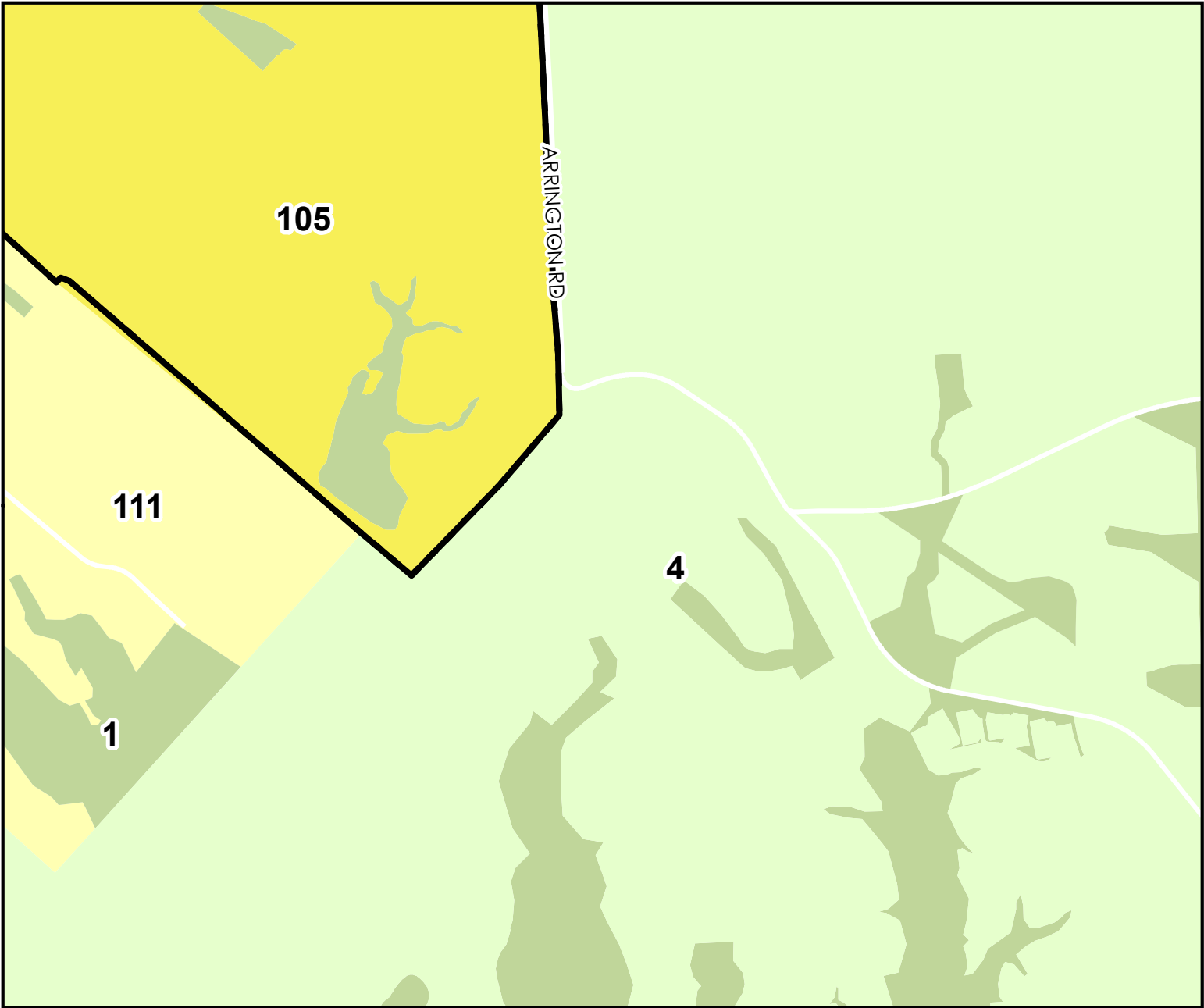
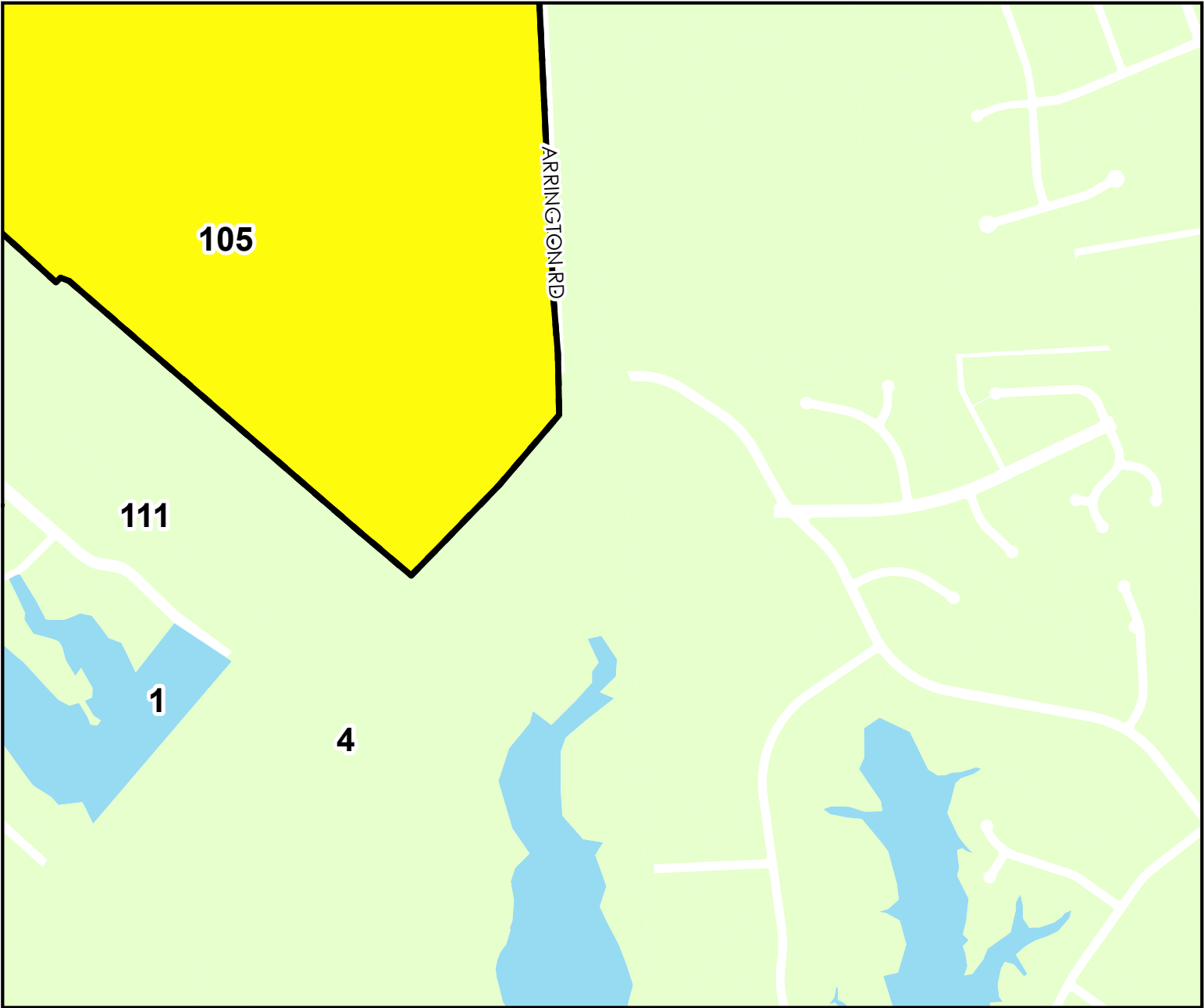


ADOPTED/CURRENT PLAN

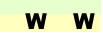
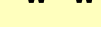
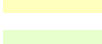
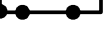
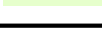
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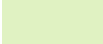
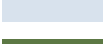
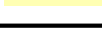
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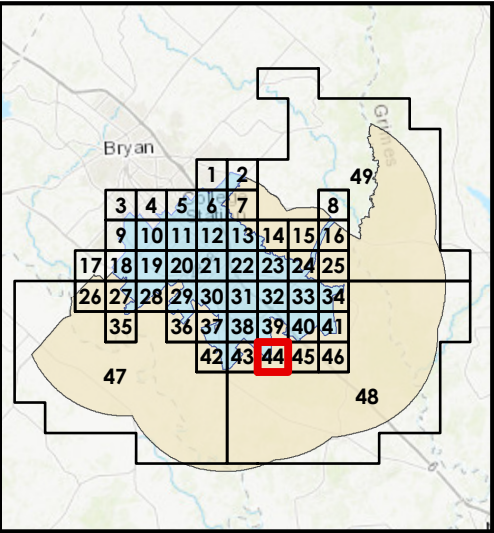
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See Page 48

	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

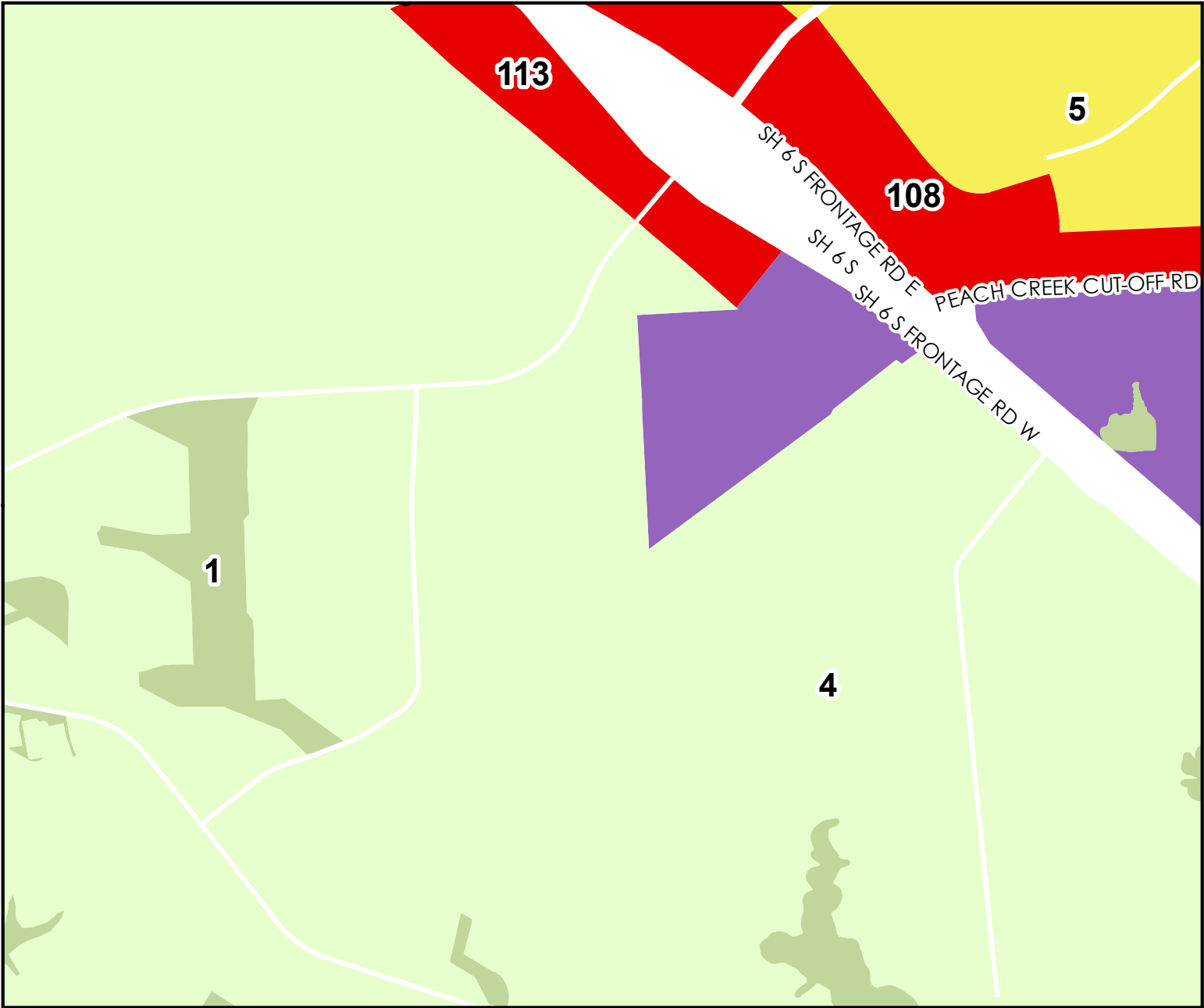
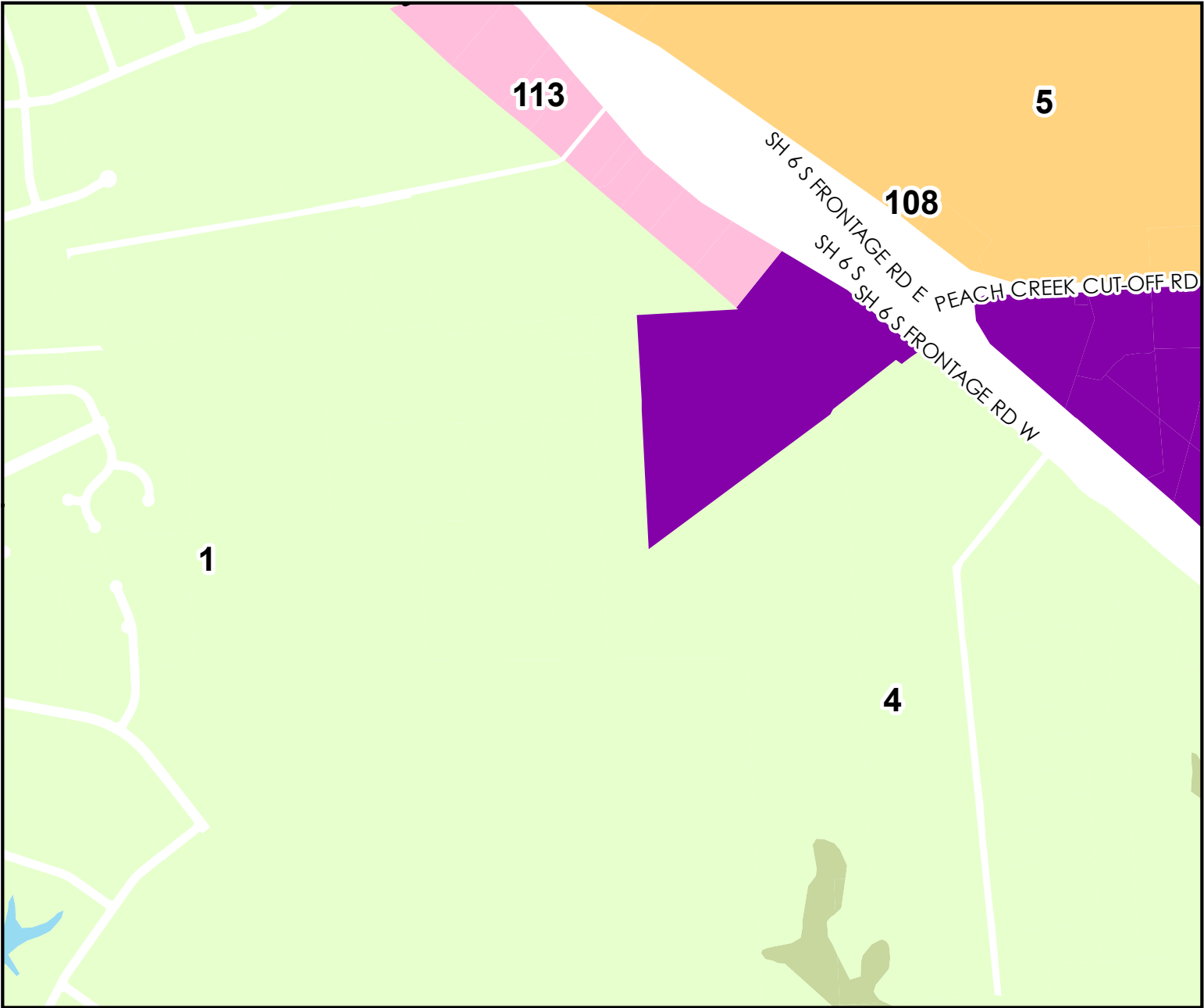


ADOPTED/CURRENT PLAN

See Page 40

PROPOSED PLAN

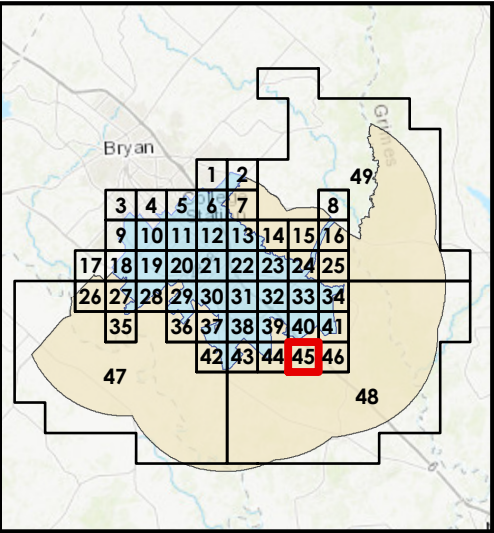
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See Page 48

	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

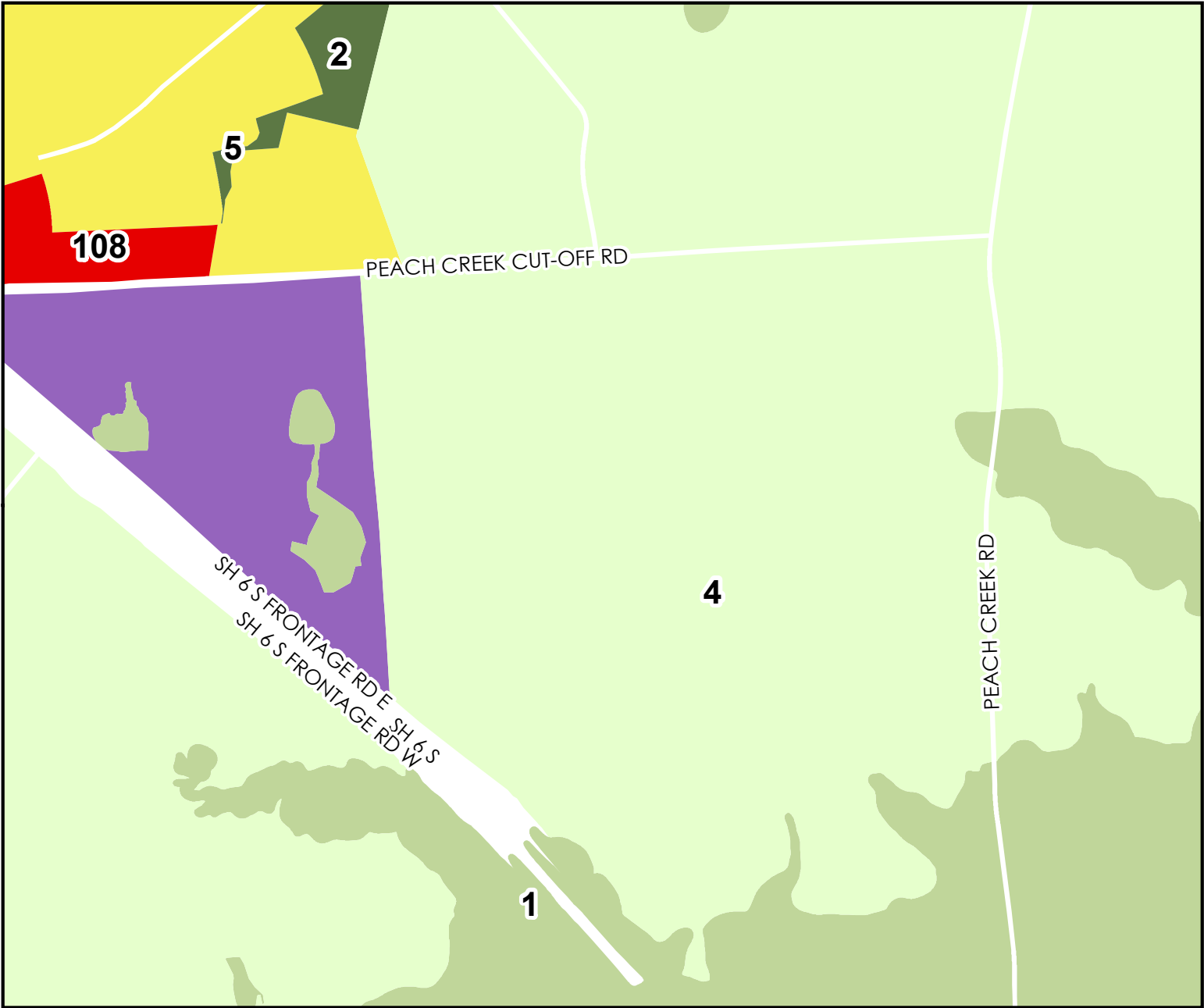
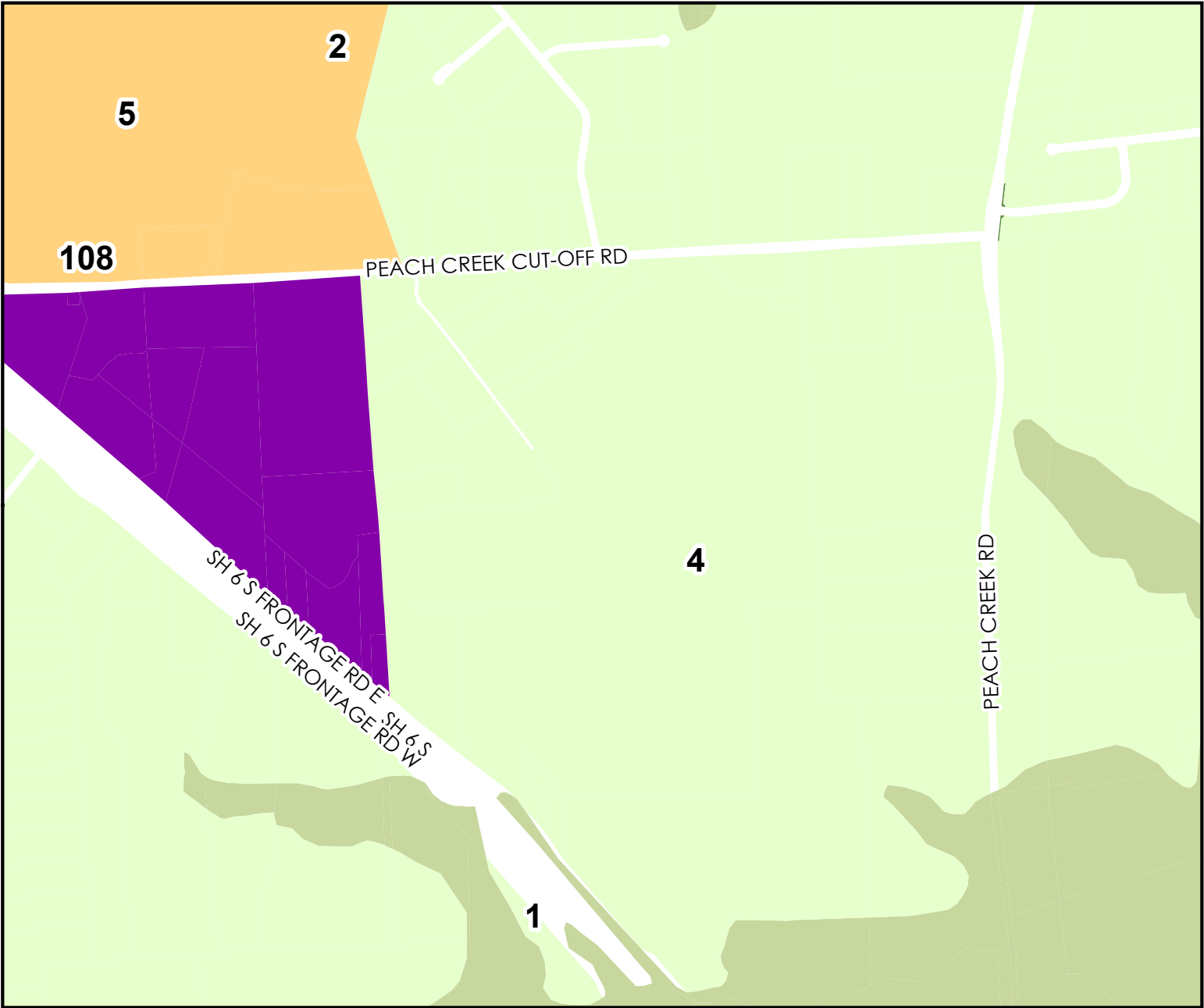


ADOPTED/CURRENT PLAN

See Page 41

PROPOSED PLAN

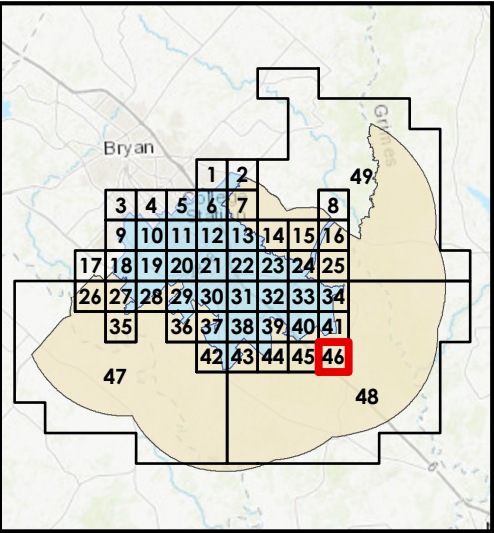
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See Page 48

	Urban		Neighborhood Conservation		Wellborn Estate - Open
	Urban Mixed Use		Medical Use		Wellborn Business Park
	General Commercial		Institutional/Public		Wellborn Commercial
	Suburban Commercial		Utilities		Wellborn Preserve
	Business Park		Texas A&M University		Wellborn Estate
	General Suburban		Natural Areas - Protected		Wellborn Restricted Suburban
	Restricted Suburban		Natural Areas - Reserved		Wellborn Suburban
	Estate		Water		Redevelopment Areas
	Rural		Wellborn Preserve - Open		

	Urban Center		Rural
	Neighborhood Center		Neighborhood Conservation
	General Commercial		Medical
	Neighborhood Commercial		Wellborn
	Business Center		Institutional/Public
	Urban Residential		Texas A&M University
	Mixed Residential		Parks and Greenways
	Suburban Residential		Natural & Open Areas
	Estate Residential		Redevelopment Area

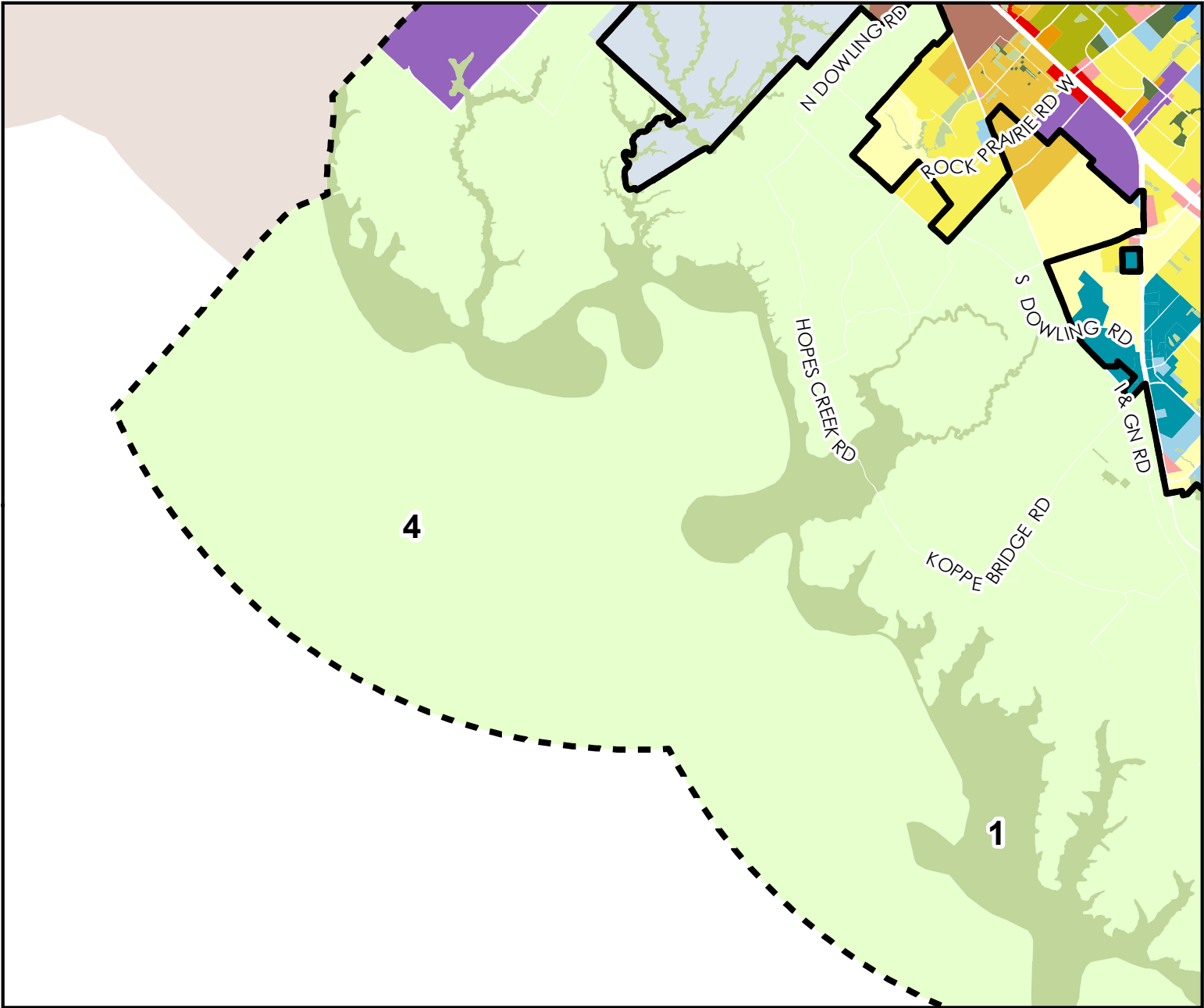
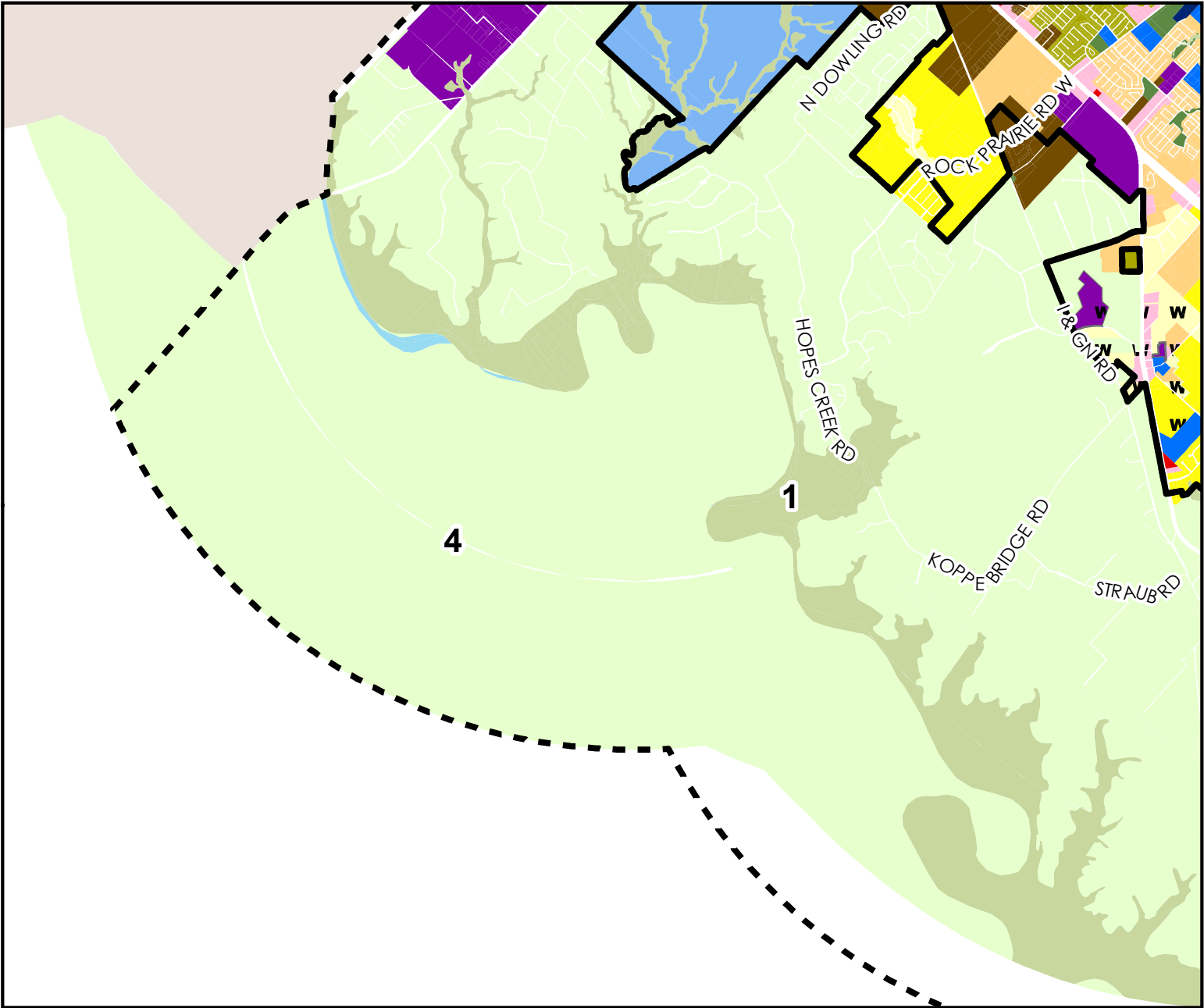


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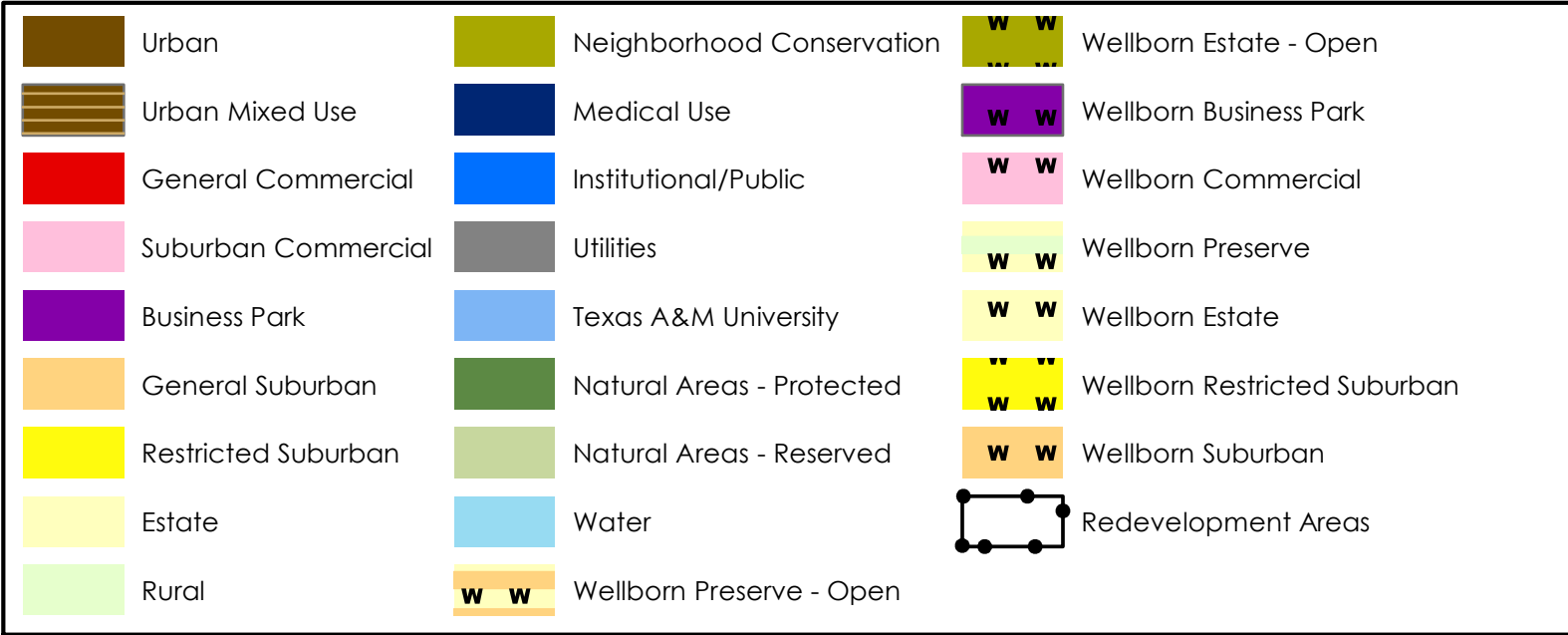
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PROPOSED PLAN

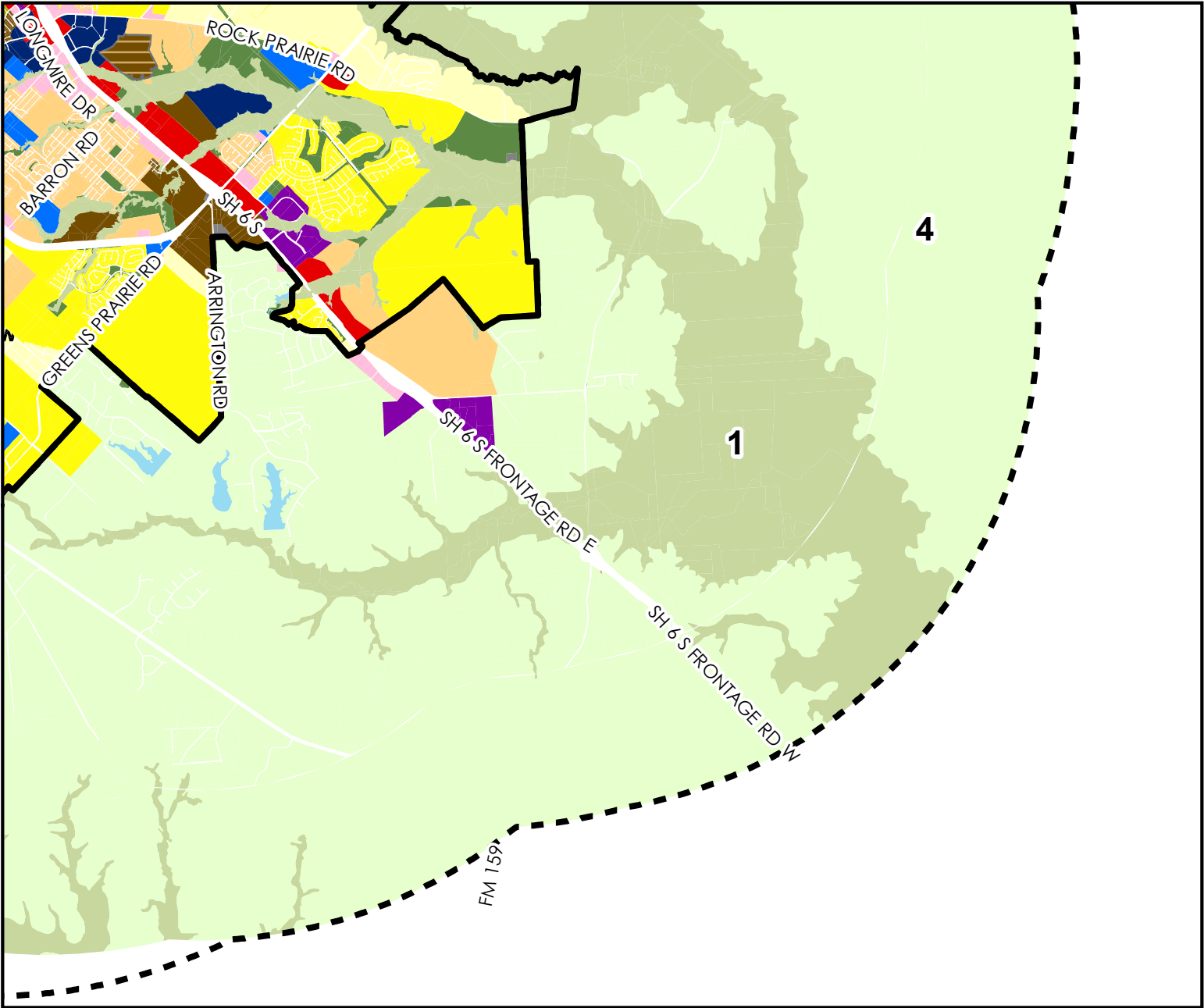
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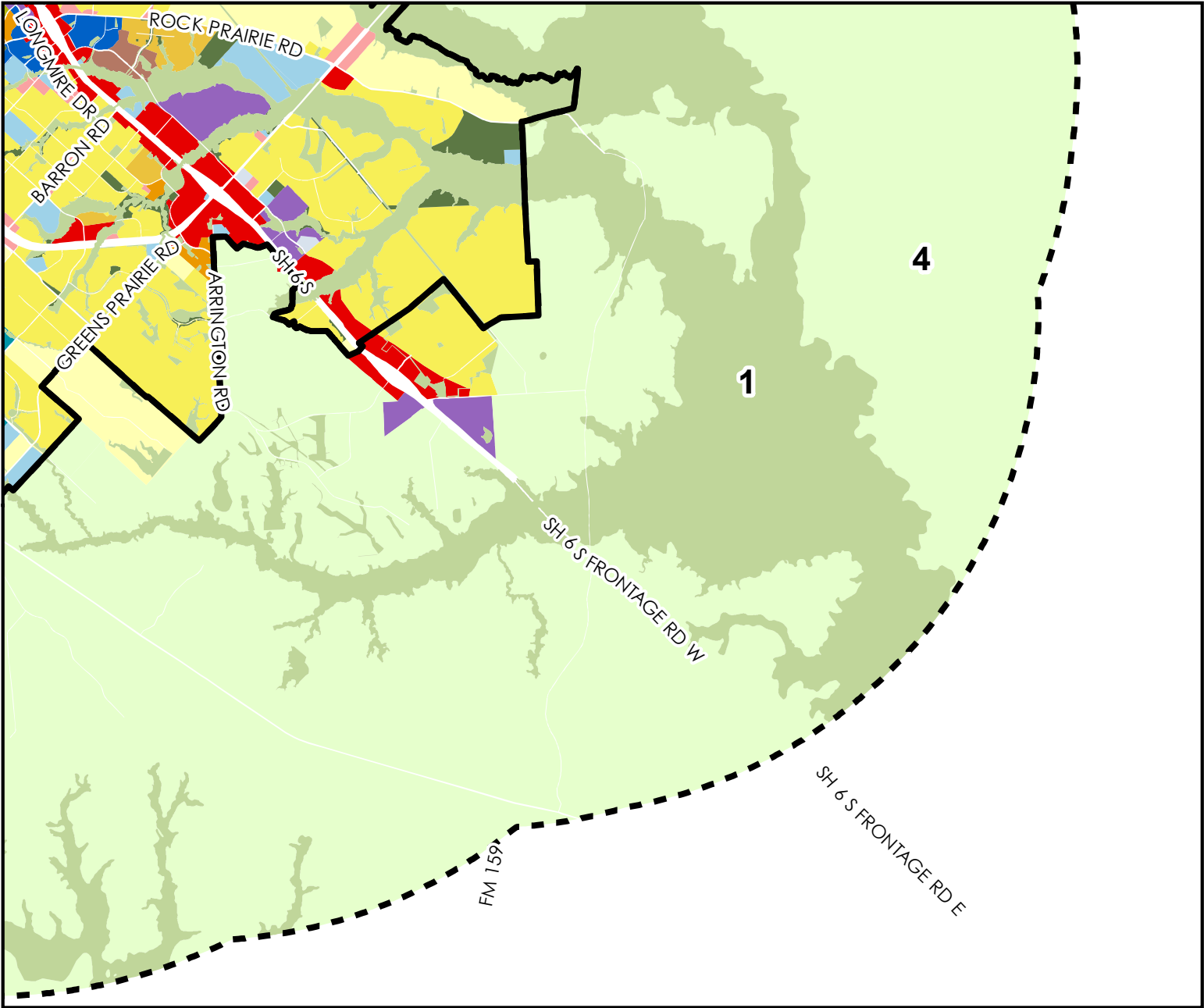
ADOPTED/CURRENT PLAN

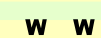
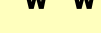
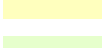
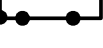
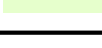
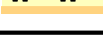


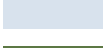
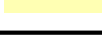
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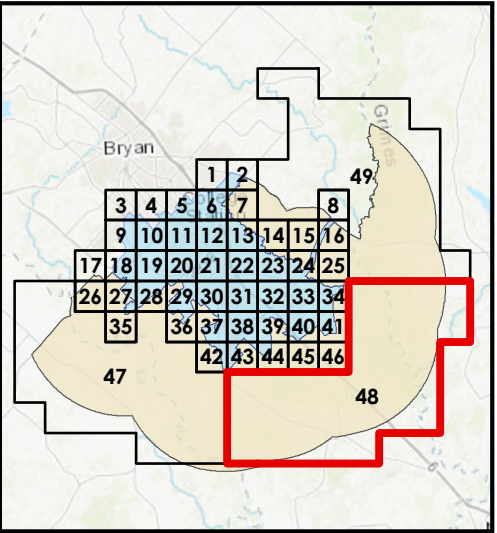
PROPOSED PLAN

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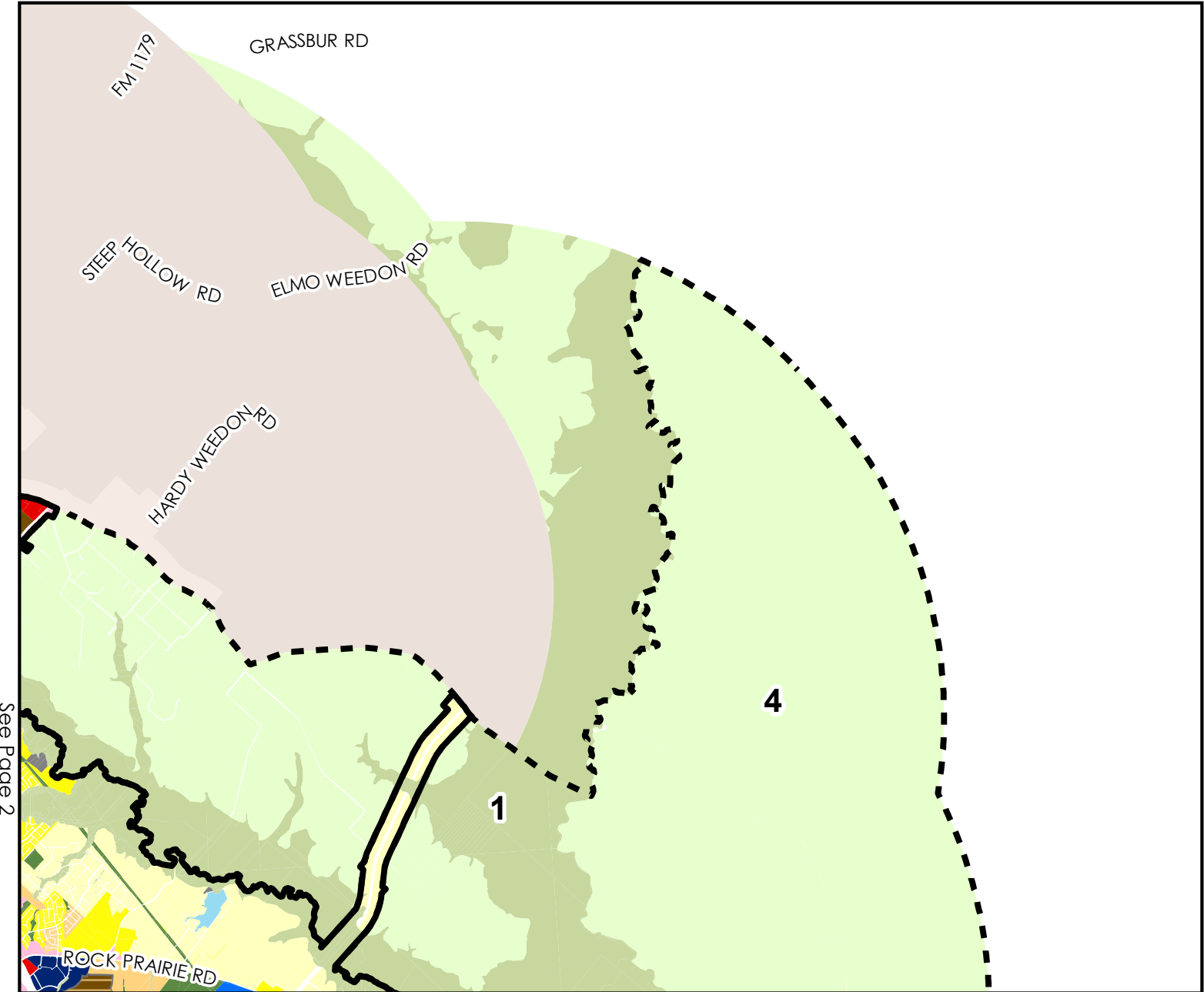


 Urban	 Neighborhood Conservation	 Wellborn Estate - Open
 Urban Mixed Use	 Medical Use	 Wellborn Business Park
 General Commercial	 Institutional/Public	 Wellborn Commercial
 Suburban Commercial	 Utilities	 Wellborn Preserve
 Business Park	 Texas A&M University	 Wellborn Estate
 General Suburban	 Natural Areas - Protected	 Wellborn Restricted Suburban
 Restricted Suburban	 Natural Areas - Reserved	 Wellborn Suburban
 Estate	 Water	 Redevelopment Areas
 Rural	 Wellborn Preserve - Open	

 Urban Center	 Rural
 Neighborhood Center	 Neighborhood Conservation
 General Commercial	 Medical
 Neighborhood Commercial	 Wellborn
 Business Center	 Institutional/Public
 Urban Residential	 Texas A&M University
 Mixed Residential	 Parks and Greenways
 Suburban Residential	 Natural Areas
 Estate Residential	 Redevelopment Area



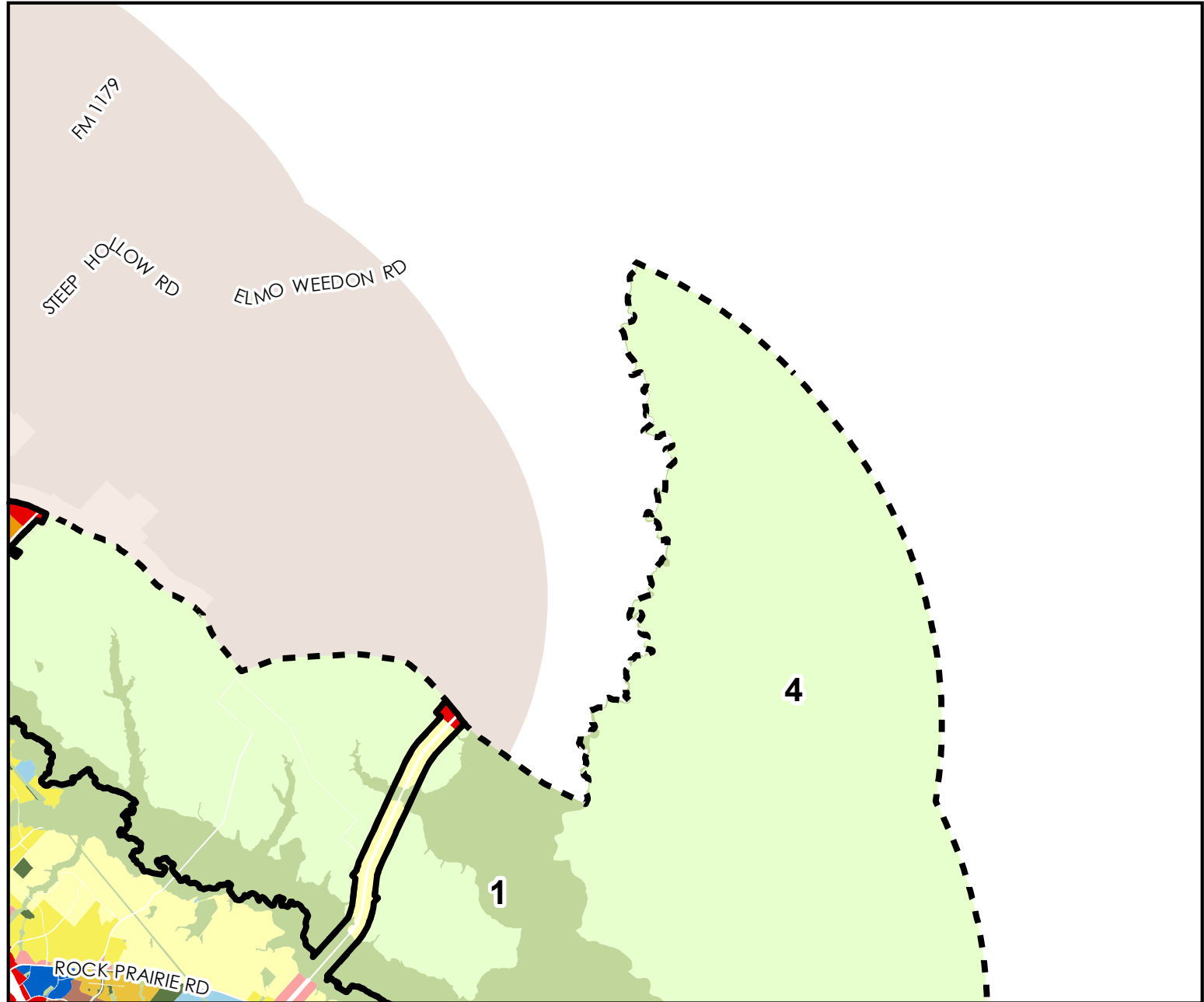
ADOPTED/CURRENT PLAN



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PROPOSED PLAN

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Urban	Neighborhood Conservation	Wellborn Estate - Open	Urban Center	Rural
Urban Mixed Use	Medical Use	Wellborn Business Park	Neighborhood Center	Neighborhood Conservation
General Commercial	Institutional/Public	Wellborn Commercial	General Commercial	Medical
Suburban Commercial	Utilities	Wellborn Preserve	Neighborhood Commercial	Wellborn
Business Park	Texas A&M University	Wellborn Estate	Business Center	Institutional/Public
General Suburban	Natural Areas - Protected	Wellborn Restricted Suburban	Urban Residential	Texas A&M University
Restricted Suburban	Natural Areas - Reserved	Wellborn Suburban	Mixed Residential	Parks and Greenways
Estate	Water	Redevelopment Areas	Suburban Residential	Natural Areas
Rural	Wellborn Preserve - Open		Estate Residential	Redevelopment Area

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
All grids	1	Clean-up items	Natural Areas	Natural & Open Areas	The Natural & Open Areas land use was updated to reflect more recent flood data and land that has been dedicated or is planned as open space, common areas, or large drainage and detention areas. The Natural & Open Areas represents flood areas designated by FEMA, the City, and/or private development through flood studies. The boundaries of the Natural & Open Areas are illustrative and the exact boundaries of developable area will be determined at the appropriate development stage. In circumstances where the previous Natural & Open Areas boundaries were reduced to match updated data, these areas were assigned a new land use category based on the surrounding uses, existing development patterns, and anticipated future of the area.
All grids	2	Clean-up item	Varies	Parks & Greenways	The Natural Areas Protected land use designation was revised to be city-owned parks and greenways properties. New parks and greenways that have been added since the last Comprehensive Plan Future Land Use map update are now included.
All grids	3	Clean-up item	Varies	Institutional/Public	Revise to reflect that these are public and/or institutional uses such as City facilities, community centers, libraries, or public schools
47, 48 & 49	4	Clean-up item	See description	See description	Revise land use boundaries to match the College Station extraterritorial jurisdiction boundary
All grids	5	Reclassification	Restricted Suburban and General Suburban	Suburban Residential	Suburban Land Use Reclassification: General Suburban and Restricted Suburban land use categories have been combined into one category, named Suburban Residential, to represent similar suburban style residential land uses

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
All grids	6	Reclassification	Urban	Urban Residential	Urban Land Use Reclassification: Urban Residential selected to reflect multi-family uses
1	7	Clean-up item	Institutional/Public	Texas A&M University	Revise to reflect this property is owned by Texas A&M University
1	8	Change in use	Suburban Commercial and Urban	General Commercial	Update land uses to create a connected commercial corridor along University Dr. E
2	9	Change in use	Suburban Commercial	General Commercial	Update to allow general commercial uses at both corners of the Harvey Rd. and FM158 intersection
2	10	Change in use	Suburban Commercial	Urban Residential	Update to reflect the existing townhome uses in this area
3		NO CHANGES			
4		NO CHANGES			
5	11	Reclassification	Urban	Urban Center	Urban Land Reclassification: Urban Center selected to allow most intense development at the Texas Ave. / University Dr. intersection to Tarrow St.
5	12	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to allow a mix of residential housing types along Cooner St.
5	13	Change in use	General Commercial	Urban Center	Update to Urban Center to allow the most intense uses consistent with the University Dr. corridor from Texas Ave. to Tarrow St.
5	14	Change in use	General Suburban and Urban	Mixed Residential	Update to reflect existing townhomes and dense single-family housing types
5	15	Clean-up item	General Commercial	Texas A&M University	Revise to reflect this property is owned by Texas A&M System
5	16	Clean-up item	General Commercial	Urban Residential	Revise to reflect existing multi-family uses
5	17	Reclassification	Urban	Suburban Residential	Urban Land Use Reclassification: Suburban Residential selected to reflect existing single-family neighborhood

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
5	18	Change in use	General Suburban	Mixed Residential	Update to reflect existing dense single-family and townhomes, and allow a mix of housing types fronting to a collector (Lincoln Ave)
5	19	Change in use	Urban	General Commercial	Update to General Commercial to preserve commercial uses near University Drive and University Town Center development (part of the 2018 Commercial Preservation initiative)
5	20	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to allow a mix of residential housing types
6	21	Change in use	Institutional/Public	General Commercial	Update to reflect existing, privately-owned medical facilities
6	22	Change in use	General Suburban	Neighborhood Conservation	Revise boundary to include Tara Court as Neighborhood Conservation and the remaining piece from Dominik Dr.
6	23	Reclassification	Urban Mixed Use	General Commercial	Urban Mixed Use Land Use Reclassification: General Commercial selected at the Frontage Rd and Harvey Rd intersection to allow intense commercial uses
6	24	Reclassification	Urban Mixed Use	Urban Center	Urban Mixed Use Land Use Reclassification: Urban Center selected to allow for the highest intensity mixing of commercial, office, and multi-family uses, typically vertical mixed use
6	25	Reclassification	Urban Mixed Use	Neighborhood Center	Urban Mixed Use Land Use Reclassification: Neighborhood Center selected along Harvey Rd. to allow for a horizontal mixing of commercial, office, and multi-family uses
6	26	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
6	27	Change in use	Suburban Commercial	General Commercial	Update to General Commercial to be consistent with intense commercial uses along the Frontage Road

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
7	28	Reclassification	Urban	Neighborhood Commercial	Urban Land Use Reclassification: Neighborhood Commercial selected for consistency with Harvey Rd. corridor
8 & 16	29	Change in use	Estate	General Commercial	Update to General Commercial to allow commercial uses at the SH30 and William D. Fitch intersection
9	30	Change in use	Texas A&M University and Business Park	Neighborhood Center	Revise the Texas A&M University boundary to reflect private ownership and update to Neighborhood Center to allow supporting uses to the BioCorridor
9	31	Change in use	Suburban Commercial and Urban	General Commercial	Update to General Commercial to allow intense commercial uses along Harvey Mitchell Pkwy.
10	32	Reclassification	Urban Mixed Use and Urban	Urban Center	Urban Mixed Use and Urban Land Reclassification: Urban Center selected the allow the highest intensity mixing of commercial, office, and multi-family uses, typically as vertical mixed use, within Northgate
11	33	Reclassification	Urban	Neighborhood Center	Urban Land Use Reclassification: Neighborhood Center selected to allow for a mix of commercial, office, and residential uses around the new City Hall site
11	34	Reclassification	Urban	Neighborhood Center	Urban Land Use Reclassification: Neighborhood Center selected to allow for a mix of commercial, office, and residential uses around City Hall area and at the intersection of Texas Ave. and George Bush Dr.
11	35	Reclassification	Urban	General Commercial	Urban Land Use Reclassification: General Commercial selected to allow intense commercial uses at the intersection of Texas Ave. and George Bush Dr.
11	36	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
11	37	Reclassification	Urban Mixed Use	Neighborhood Center	Urban Land Use Reclassification: Neighborhood Center selected to allow for a mix of commercial, office, and residential uses along the Harvey Rd. corridor
11	38	Change in use	Natural Areas Reserved	Natural & Open Areas, Urban Residential, Neighborhood Conservation, and General Commercial	The Natural & Open Areas land use was updated to reflect more recent flood data. Areas impacted were assigned a new land use category based on the surrounding uses, existing development, and anticipated future of the area.
11	39	Reclassification	Urban	Suburban Residential	Urban Land Use Reclassification: Suburban Residential selected to reflect existing single-family neighborhood
11	40	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
11	41	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
11	42	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
11	43	Reclassification	Urban Mixed Use and Urban	Urban Center, Neighborhood Center, and Mixed Residential	Urban Mixed Use and Urban Land Reclassification: Land use classifications were selected based on the existing Southside Area Neighborhood Plan, Area 5 map and descriptions. Intense uses are anticipated closest to the George Bush Dr. and Wellborn Rd. interchange, tapering to mixed residential uses closest to the Neighborhood Conservation portion of Southside.

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
12	44	Reclassification	Urban Mixed Use and Natural Areas Reserved	Neighborhood Center	Urban Mixed Use Land Use Reclassification: Neighborhood Center selected to allow for a mix of commercial, office, and residential uses in the Wolf Pen Creek corridor. The Natural & Open Areas Reserved boundary was revised to reflect updated flood data.
12	45	Reclassification	Urban Mixed Use and Natural Areas Reserved	Neighborhood Center	Urban Mixed Use Land Use Reclassification: Neighborhood Center selected to allow for a mix of commercial, office, and residential uses in the Wolf Pen Creek corridor. The Natural & Open Areas boundary was revised to reflect updated flood data.
12	46	Reclassification	Urban and General Suburban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
12	47	Reclassification	Urban	General Commercial	Urban Land Use Reclassification: General Commercial selected to allow intense commercial uses along State Hwy 6
12	48	Reclassification	Urban and Institutional/Public	Neighborhood Center and Mixed Residential	Urban Land Use Reclassification: Neighborhood Center to allow a mix of commercial and residential uses and Mixed Residential to allow a variety of housing types across from the new Police Department on Dartmouth St.
12	49	Reclassification	Urban	Neighborhood Commercial	Urban Land Use Reclassification: Neighborhood Commercial selected to reflect the existing commercial uses surrounded by neighborhoods
12	50	Reclassification	Urban	General Commercial	Urban Land Use Reclassification: General Commercial selected to allow intense commercial uses along the Texas Ave. corridor
12	51	Change in use	General Commercial	Neighborhood Commercial	Update to Neighborhood Commercial to provide more harmonious transition to adjacent residential uses

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
12	52	Reclassification	Urban, General Commercial, Suburban Commercial, Institutional/Public, and Natural Areas Reserved	General Commercial, Urban Residential, and Natural & Open Areas	Urban Land Use Reclassification: General Commercial and Urban Residential selected to reflect recent Comprehensive Plan Amendments and to allow commercial uses along the Harvey Mitchell Pkwy corridor and Texas Ave corridor at the old Police Department site. The Natural & Open Areas boundary was adjusted based on updated flood data.
12 & 13	53	Change in use	Suburban Commercial and General Commercial	General Commercial	Update to allow the most intense commercial uses along State Hwy 6
14		NO CHANGES			
15		NO CHANGES			
17		NO CHANGES			
18	54	Reclassification	Urban	Urban Residential	Urban Land Use Reclassification: Urban Residential selected to reflect recent Comprehensive Plan Amendment and Rezoning that allow multi-family uses
18	55	Reclassification	Urban	Business Center	Urban Land Use Reclassification: Business Center selected to reflect recent Rezoning that allows business park uses, consistent with the surrounding area
18	56	Change in use	Business Park, Urban, Suburban Commercial, and General Commercial	Neighborhood Center	Update to Neighborhood Center to allow a greater mix of supporting uses in the BioCorridor
18	57	Clean-up item	Rural	Texas A&M University	Revise to reflect this property is owned by Texas A&M University
19 & 20	58	Reclassification	Urban	Neighborhood Center	Urban Land Use Reclassification: Neighborhood Center selected along Harvey Mitchell Pkwy and Wellborn Rd to allow for a mix of commercial, office, and multi-family uses, typically as horizontal mixed use

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
20	59	Reclassification	Urban	Neighborhood Center	Urban Land Use Reclassification: Neighborhood Center selected along Harvey Mitchell Pkwy and Wellborn Rd to allow for a mix of commercial, office, and multi-family uses, typically as horizontal mixed use
20	60	Reclassification	Urban	Urban Center	Urban Land Reclassification: Urban Center selected to match the adjacent property to the north and the existing development. Intense uses are anticipated closest to the George Bush Dr. and Wellborn Rd. interchange.
20	61	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
20	62	Reclassification	Urban and General Suburban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
20	63	Change in use	General Suburban	Neighborhood Conservation	Update to Neighborhood Conservation to reflect the existing established neighborhood
20	64	Change in use	General Suburban	Neighborhood Commercial	Update to Neighborhood Commercial to show existing neighborhood-compatible commercial uses
20	65	Reclassification	Urban and Natural & Open Areas Reserved	Urban Residential, General Commercial, and Natural & Open Areas	Urban Land Use Reclassification: Urban Residential selected to reflect the existing multi-family uses. General Commercial selected to allow commercial uses on Harvey Mitchell Pkwy. The Natural & Open Areas boundaries were adjusted based on updated flood data.
20	66	Reclassification	Urban and Natural Areas Reserved	General Commercial, Urban Residential, and Natural & Open Areas	Urban Land Use Reclassification: General Commercial and Urban Residential uses were selected to reflect the Jones Crossing development. The Natural & Open Areas boundaries were adjusted based on updated flood data.

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
20	67	Change in use	Suburban Commercial	General Commercial	Update to General Commercial to match underlying zoning and the developing Crossing at Wellborn area
20	68	Reclassification	Urban and General Suburban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
21	69	Reclassification	Urban and Natural Areas Reserved	Urban Residential and Natural & Open Areas	Urban Land Use Reclassification: Urban Residential selected to reflect existing multi-family uses. The Natural & Open Areas boundaries were adjusted based on updated flood data.
21	70	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types
21	71	Reclassification	Urban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing townhouse development.
21	72	Reclassification	Urban, General Commercial, Suburban Commercial, and Natural Areas Reserved	General Commercial	Urban Land Use Reclassification: General Commercial selected along Texas Ave. to allow intense commercial uses
21	73	Reclassification	Urban	General Commercial	Urban Land Use Reclassification: General Commercial selected to allow intense commercial uses along Texas Ave.
21	74	Change in use	Suburban Commercial	General Commercial	Update to General Commercial to reflect existing commercial uses
22	75	Change in use	General Commercial and Suburban Commercial	General Commercial	Update to allow the most intense commercial uses along State Hwy 6
22	76	Change in use	Suburban Commercial	General Commercial	Update to allow the most intense commercial uses along State Hwy 6
22	77	Change in use	General Commercial, Business Center, and Medical	Business Center	Update to create a larger Business Center area adjacent to Medical uses

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
22	78	Change in use	Suburban Commercial and Medical	Medical	Update to expand the Medical use area to match existing medical offices and supporting uses
22	79	Change in use	Suburban Commercial	General Commercial	Update to General Commercial to allow intense commercial uses along State Hwy 6 and more accurately reflect the underlying zoning of these properties, which is largely GC General Commercial
22	80	Change in use	Medical	General Commercial	Update to reflect that Baylor Scott & White's PDD zoning allows General Commercial uses in this area. This property was part of the 2018 commercial preservation initiative.
22	81	Reclassification	Urban Mixed Use and General Suburban	Neighborhood Center and Mixed Residential	Urban Mixed Use Land Use Reclassification: Neighborhood Center selected for the towncenter commercial portion of the Midtown development to allow for a mix of commercial, office, and multi-family uses, typically as horizontal mixed use. Mixed Residential selected for the residential portion of the Midtown development to allow a mix of residential uses.
24	82	Change in use	Suburban Commercial and Estate	Neighborhood Commercial	Update to expand the Neighborhood Commercial to allow future commercial uses that serve the surrounding residential neighborhoods
25		NO CHANGES			
26		NO CHANGES			
27		NO CHANGES			
28	83	Change in use	Restricted Suburban and Estate	Estate	Update to Estate to reflect the existing large-lot residential subdivision
29	84	Reclassification	Urban and General Suburban	Mixed Residential	Urban Land Use Reclassification: Mixed Residential selected to reflect the existing mix of housing types

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
29	116	Change in use	General Suburban	Neighborhood Commercial	Update to Neighborhood Commercial to reflect existing commercial uses
30	85	Change in use	General Suburban and Suburban Commercial	General Commercial	Update to General Commercial to allow intense commercial uses along Wellborn Rd. and match the existing zoning
30	86	Change in use	Urban, General Suburban, and Business Park	Business Center	Update to adjust the boundaries of Business Center uses
30	87	Change in use	Suburban Commercial	General Commercial	Update to General Commercial to allow intense commercial uses along Wellborn Rd. and match the existing zoning
30	88	Change in use	Suburban Commercial and Business Park	Business Center	Update to Business Center to reflect the existing zoning and light industrial uses along Graham Rd.
31	89	Clean-up item	Suburban Commercial	Neighborhood Commercial	Name change only. Leave as neighborhood compatible commercial uses, per citizen and Council direction during recent Comprehensive Plan Amendment request for high density residential uses.
31	90	Change in use	Suburban Commercial	General Commercial	Update to General Commercial to allow intense commercial uses along State Hwy 6 and more accurately reflect the underlying zoning of these properties, which is largely GC General Commercial
31	91	Reclassification	Urban and General Suburban	Mixed Residential and Urban Residential	Urban Land Use Reclassification: Mixed Residential selected to allow a mix of housing types. Urban Residential applied to areas with existing larger scale multi-family uses
31	92	Change in use	General Suburban	Neighborhood Commercial	Update to reflect existing commercial property
32	93	Change in use	Urban and Medical Use	Business Center	Update to Business Center to reflect the Midtown Business Center development
32	94	Clean-up item	Suburban Commercial	Texas A&M University	Revise to reflect this property is owned by Texas A&M University

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
32	95	Reclassification	Urban	General Commercial	Urban Land Use Reclassification: General Commercial selected to reflect existing commercial uses in the Tower Point development
32	106	Change in use	General Suburban	Neighborhood Commercial	Update to reflect existing zoning which is a mix of office and commercial uses along the intersection of William D. Fitch Pkwy and Pebble Creek Pkwy
33		NO CHANGES			
34		NO CHANGES			
35		NO CHANGES			
36		NO CHANGES			
37	96	Change in use	Rural	Estate Residential	Update to Estate to reflect existing large-lot subdivisions
37	97	Change in use	Suburban Commercial and General Suburban	Neighborhood Commercial	Update to expand the boundaries of the existing commercial area to allow appropriate depth for neighborhood commercial that is compatible with surrounding residential neighborhoods
37	98	Change in use	Suburban Commercial and General Suburban	Neighborhood Commercial	Update to expand the boundaries of the neighborhood commercial use to match the boundaries of the existing commercial zoning
37	99	Change in use	General Suburban	Neighborhood Commercial	Update to Neighborhood Commercial to allow commercial uses, as planned for Kyle View Estates
37	100	Reclassification	All Wellborn land uses	Wellborn District	The Wellborn land uses were grouped into a Wellborn District which refers to the Wellborn Community Plan

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
38	101	Reclassification	Urban and Natural Areas Reserved	General Commercial, Mixed Residential, and Natural & Open Areas	Urban Land Use Reclassification: General Commercial selected along the Seaback tract's frontage with William D. Fitch Pkwy. Mixed Residential selected along Castle Rock Pkwy to allow a mix of residential housing types and provide a transition to the surrounding single-family neighborhoods. The Natural Area boundary was adjusted based on updated flood data.
38	102	Change in use	General Suburban	Neighborhood Commercial	Update to reflect the existing neighborhood compatible commercial uses.
38	103	Change in use	Suburban Commercial	Suburban Residential	Update the reflect the existing residential subdivision
39	104	Reclassification	Urban	General Commercial and Urban Residential	Urban Land Use Reclassification: General Commercial selected for the existing CapRock Crossing development. Urban Residential selected for areas with existing multi-family residential uses.
39	105	Reclassification	Restricted Suburban and Estate	Suburban Residential	Suburban Land Use Reclassification: General Suburban and Restricted Suburban land use categories have been combined into one category, named Suburban Residential, to represent similar suburban style residential land uses. Boundary updated to include adjacent properties that were previously split with Restricted Suburban and Estate uses.
39	106	Clean-up item	Business Park	Texas A&M University	Revise to reflect this property is owned by Texas A&M University
39	107	Change in use	Suburban Commercial	General Commercial	Update to reflect existing general commercial uses on the property and proximity to Hwy 6.
40	108	Change in use	Suburban Residential	General Commercial	Update to reflect commercial areas planned as part of the Southern Pointe development

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TABLE OF PROPOSED CHANGES

Grid #	Number	Type	Existing Land Use	Proposed Land Use	Description
42	109	Change in use	General Commercial and Suburban Commercial	Neighborhood Commercial	Update to Neighborhood Commercial. The existing self-storage use of the property is allowed in the affiliated zoning district, Suburban Commercial. This was not the case in 2016 when the property went through a Comprehensive Plan Amendment and Rezoning for the self-storage use.
42	110	Change in use	Restricted Suburban	Estate Residential	Update to Estate Residential to reflect existing large-lot subdivisions
42	114	Change in use	Restricted Suburban	Rural	Update to reflect existing rural character of these properties that are located outside of the city limits
43	111	Change in use	Rural	Estate Residential	Update to Estate Residential to reflect existing large-lot subdivisions
43	112	Clean-up item	Natural Areas Protected	Natural & Open Areas	Revise to better represent this detention pond is a natural area within the subdivision, not a public park
43	115	Change in use	Restricted Suburban	Rural	Update to reflect existing rural character of these properties that are located outside of the city limits
45	113	Change in use	Suburban Commercial	General Commercial	Update to reflect existing commercial development along State Hwy 6
46		NO CHANGES			

**June 24, 2021
Item No. 8.1.
Council Minutes**

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- June 10, 2021 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM061021 Draft Minutes

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
JUNE 10, 2021

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
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:00 p.m. on Thursday, June 10, 2021, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 4:00 p.m. on June 10, 2021, 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
 - 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.

- City of College Station v. Brazos Re Investors Group, LLC. Cause No.612CC; In the County Court at Law No. 1 of Brazos County, Texas.

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

- Legal advice concerning conflicts of interest and other ethics requirements.

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

- City Manager
- Council Self-Evaluation

D. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

Executive Session recessed at 5:23 p.m.

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

No vote or action was taken in Executive Session.

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

5. Hear Visitors Comments

No one spoke at this time.

6. Workshop Items

6.1. Presentation, discussion, and possible action regarding the 2020 Incentive Compliance Report by the Brazos Valley Economic Development Corporation.

Natalie Ruiz, Economic Development Director, introduced Matt Prochaska with Brazos Valley Economic Development Corporation.

Matt Prochaska, BVEDC, presented the 2020 Incentive Compliance Report. For 2020, six (6) projects under agreement were monitored for performance compliance by the Brazos Valley Economic Development Corporation on behalf of Brazos County, the City of Bryan, and the City of College Station.

- Advanta US
- Axis Pipe & Tube
- FUJIFILM Diosynth Biotechnologies Texas @ Biocorridor
- LSPI
- Viasat
- Wayfair

6.2. Presentation, discussion, and possible action related to the feasibility survey findings of a College Station Community Recreation Center in collaboration with the YMCA of Greater Williamson County.

Steve Wright, Parks and Recreation Director, presented a high-level overview of the survey results conducted by FourSquare Research in 2020, upon request from Council. The firm that was hired to review the market readiness of a community recreation center, and highlighted technique, targeted area and results.

FourSquare Study

- Conducted February 2020
 - Telephone interviews with 600 randomly selected households in Brazos County
 - 21% of those surveyed were affiliated with a fitness center
- Three possible locations were proposed:
 - Near Beachy Central Park
 - Near Fire Station 6
 - Near Baylor Scott & White Hospital
- Central Park and Station 6 locations had highest response rating

Program Interest

- 4.6% of all unaffiliated households expressed a great deal of interest in joining a recreation center (higher than the national average of 4.5%)
- 26 program categories
- Top four programs and services received moderate interest (scale: very low, low, moderate, high, very high)
 - Outdoor Pool
 - Children & Family Programs
 - Soccer
 - Teen Programs

Council directed staff to:

- Advance project independently of the Citizens Advisory Committee
- Consider project along with other projects through Citizens Advisory Committee
- Research and recommend:
 - Recreation center operations management (CoCS or YMCA)
 - Recreation programming opportunities with outside agencies (e.g., YMCA)

7. CONSENT ITEMS

7.1 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.

Item 7.3 was pulled from Consent for clarification.

(7.3): Debbie Eller, Community Services Director, stated that the mechanism presented included developing a civil penalty for non-compliance with the ordinance. The property owner would have

30 days to complete registration after being contacted by City staff and the civil penalty would range from not less than \$25 to not more than \$100 if non-compliance continues. Mrs. Eller explained that for egregious non-compliance, each day a violation continues will be a separate offense. This penalty structure is like the current penalty in place for false alarm responses.

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

- **May 27, 2021 Council Meeting**

7.2. Presentation, discussion, and possible action regarding approval of ITB 21-045 for the City's Annual Price Agreement for the Electric Warehouse Inventory purchase of Three-Phase Transformers with estimated annual expenditures in the amount not to exceed \$1,127,618 and awarded to KBS Electrical Distributors.

7.3. Presentation, discussion, and possible action on Ordinance No. 2021-4268 to amend Chapter 103, "Buildings and Building Regulations," Article V, "Single-Family and Duplex Unit Rental Registration".

Council pulled Consent Item 7.3 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 Item 7.3. The motion carried unanimously.

(7.3) MOTION: Upon a motion made by Councilmember Cunha and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items 7.3 with the amended language in Section 103.237 of "if local, or owner's local contact person to obtain tenant information in the event of an emergency, public safety need or when a City, State or Federal law violations has occurred on or in the property." The motion carried unanimously.

8. REGULAR ITEMS

8.1 Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4269 amending the Comprehensive Plan Future Land Use and Character Map from Wellborn Preserve-Open to Wellborn Commercial for approximately 2 acres, generally located at 3970 Gus Roy Road.

Jesse Dimeolo, Planning and Development, stated that the applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Wellborn Preserve-Open to Wellborn Commercial for approximately 2 acres, generally located at 3970 Gus Roy Road. The subject property and properties immediately adjacent to the west and south are primarily designated as Wellborn Preserve-Open on the Comprehensive Plan Future Land Use and Character Map, while the properties to the east are Restricted Suburban, and the properties to the north are Restricted Suburban and Wellborn Commercial. This Comprehensive Plan Amendment is in preparation for a PDD rezoning of the property to allow for additional commercial options in the area. It is the applicant's intent to develop warehouses and offices on the subject property. The proposed amendment to Wellborn Commercial would create a commercial land use designation that has minimal roadway frontage and is surrounded by residential uses. This would also create an isolated commercial use away from F.M. 2154, which the Wellborn Community Plan states should be closer to F.M. 2154. The Wellborn Commercial land use designation is inappropriate for this property as it

is surrounded by existing and future residential and as it is not located in an area that the Wellborn Community Plan describes as appropriate for commercial uses.

The Planning and Zoning Commission heard this item at their May 20, 2021, meeting where they voted 5-2 to recommend denial. Staff also recommends denial of the request.

At approximately 7:09 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:09 p.m.

Veronica Morgan, Mitchell and Morgan, Representative of the Applicant gave for time to Jane Cohan.

Jane Cohan, College Station, came before the Council to state that an owner should have the right to do what want with their property within reason. Also, a business would be better then what is there now, plus across the street is already commercial.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to deny Ordinance No. 2021-4269, amending the Comprehensive Plan Future Land Use and Character Map from Wellborn Preserve-Open to Wellborn Commercial for approximately 2 acres, generally located at 3970 Gus Roy Road. The motion carried unanimously.

8.2 Presentation, discussion, and possible action on Ordinance No. 2021-4270 authorizing the issuance of up to \$62,443,000 in principal amount of “City of College Station, Texas Certificates of Obligation, Series 2021”; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to said certificates; and enacting other provisions relating to the subject.

Mary Ellen Leonard, Finance Director, stated that the City Council is authorized to approve the issuance of Certificates of Obligation (CO’s) after approving a resolution directing notice to be published of the intent to issue the CO’s. On April 8, 2021, Council approved a resolution directing staff to publish the City’s notice of intent to issue the CO’s, as required by law. On April 17th and April 24th such notices were duly published. It is at the recommendation of the City’s Financial Advisor, Ms. Marti Shew with Hilltop Securities, Inc., that the City issue Certificates of Obligation for utility projects rather than Utility Revenue Bonds. This issue will provide resources for street, information technology, equipment maintenance facility and fleet vehicles, electric, water and sewer systems improvements, and debt issuance costs. If this ordinance is approved, the City Council will be delegating to the Mayor, the City Manager, and the Assistant City Manager/CFO the authority to complete the sale of the certificates and which must be completed by June 10, 2022.

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 adopt Ordinance No. 2021-4270, authorizing the issuance of up to \$62,443,000 in principal amount of “City of College Station, Texas Certificates of Obligation, Series 2021”; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to said certificates; and enacting other provisions relating to the subject. The motion carried.

8.3 Presentation, discussion, and possible action regarding Ordinance No. 2021-4271 consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Bryan Woods, City Manager, stated that on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Crompton, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4271, consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency. The motion carried unanimously.

8.4 Presentation, discussion, and possible action regarding the appointments of representatives to serve as a member of the Impact Fee Advisory Committee.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to appoint James Murr and Richard Woodward for a two-year term to the Impact Fee Advisory Committee (IFAC). The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

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.

Councilmember Cunha spoke about the celebration and proclamation for the Brazos Valley Vaccination HUB event.

11. 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)

Councilmember Harvell reported on Historic Preservation Committee.

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.

Councilmember Crompton requested staff to look into improving the vegetation protection around the College Station municipal cemetery located on Texas Avenue due to encroaching uses adjacent to the facility.

The College Station City Council reconvened into Executive Session at 7:47 p.m. on June 10, 2021, in order to continue discussing matters listed above in the minutes.

Executive Session recessed at 8:23 p.m. no vote or action was taken in Executive Session.

13. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 8:23 p.m. on Thursday, June 10, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

June 24, 2021

Item No. 8.2.

One Inch Overlay With Specialty Mix Contract Renewal

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of the third and final renewal of a contract with Brazos Paving, Inc. for the installation of a one-inch overlay with specialty mix as needed for an amount not to exceed \$432,000.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approving the third and final renewal of contract 18300554 with Brazos Paving, Inc. for installation of one inch overlay with specialty mix as needed for an amount not to exceed \$432,000.

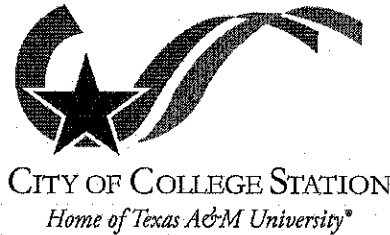
Summary: On April 27, 2018, the City of College Station and Brazos County conducted a joint bid for the installation of one inch overlay with specialty mix as needed. The lowest responsible bidder was Brazos Paving, Inc.

This renewal term is for the period beginning June 28, 2021, through June 27, 2022. This is the third and final renewal.

Budget & Financial Summary: Funds are available in the roadway operations and maintenance budget.

Attachments:

1. 18300554R3 Brazos Paving Inc Renewal Ltr signed



May 12, 2021

ATTN: Mr. Martin Jackson
Brazos Paving Inc.
PO Box 714
Bryan, TX 77806

RE: Renewal #3- Contract 18300554
Hot Mix Asphalt Delivery / Install as Needed

Dear Mr. Jackson,

The City of College Station appreciates the services provided by Brazos Paving Inc. this past year for TOM-C PG76-22 Hot Mix Asphalt in cooperation with Brazos County Joint Bid#18-121.

We would like to exercise our option to renew the above referenced agreement for the term of June 28, 2021 through June 27, 2022 (allowing for City Council approval of the contract renewal), for the amount not to exceed Four Hundred Thirty-Two Thousand and 00/ Dollars (\$432,000). This is the third and last renewal for this contract.

Please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov, no later than May 24, 2021.

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

.....

CONTRACT #18300554 RENEWAL #3, ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Brazos County Joint Bid #18-121, Contract 18300554, for Tom-C PG 76-22 Hot Mix Asphalt as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed \$432,000 and 00/100 Dollars (\$432,000.00).

Line-Item Pricing: \$108.00/ Ton
Delivery and Installation of Tom-C PG 76-22 Hot Mix Asphalt
As needed

I understand this renewal term will be for the period beginning June 28, 2021 through June 27, 2021. This is the third and last renewal of this contract.

BRAZOS PAVING INC.

By: 
Printed Name: Billy Prewitt
Title: V.P.
Date: 5/13/2021

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

June 24, 2021

Item No. 8.3.

Contract for purchase of surveillance cameras for City vehicles

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a technology services contract to purchase and implement a mobile video surveillance system software and hardware, maintenance and support and licensing with IVS, Inc. dba AngelTrax not to exceed \$349,741.82

Relationship to Strategic Goals:

Core Services and Infrastructure, Improving Mobility

Recommendation(s): Staff recommends approval

Summary: A request for proposal (RFP# 19-092) was issued for this project. The City received 3 proposals. This project will be completed in phases. This is Phase I of the Fleet Video System project, which will encompass 117 heavy vehicles:

1. Phase 1 – Stage A

- a. Public Works Department – Assessment of vehicle cameras and replacement of those in need. Preliminary assessment identified 25 vehicles needing five camera system and 8 vehicles needing 6 camera system. Removal of current camera systems on 11 vehicles.
- b. Fire Department – Assessment of vehicle cameras and replacement of those in need. Preliminary assessment identified 4 vehicles needing three camera system, 12 vehicles needing five camera system and 6 vehicles needing 6 camera system

2. Phase 1- Stage B

- a. Water Department – Assessment of vehicle cameras and replacement of those in need. Preliminary assessment identified 32 vehicles needing three camera system.
- b. Electric Department – Assessment of vehicle cameras and replacement of those in need. Preliminary assessment identified 30 vehicles needing three camera system.

This contract will ensure:

- 1. Replacing current camera systems in vehicles included in Phase I and installing the new camera system.
- 2. Installing cameras on all identified in scope commercial vehicles,
- 3. Supporting and maintaining cameras installed on vehicles for real-time viewing as well as video recording and configurable voice recording,
- 4. Providing real-time video viewing to drivers and/or cabin,
- 5. Providing easy access to video recordings.

Budget & Financial Summary: Budget in the amount of \$420,000 is included for this project in the Facilities and Technology Capital Improvement Projects Fund. Nothing has been committed or spent to date, leaving \$420,000 for this contract and related one-time expenses. The total cost of this contract is \$349,742. Of that amount, \$252,506 is for one-time costs to be spent in the Capital Improvement Projects Fund. IT will be funding the remaining \$97,236 recurring costs. The recurring costs are for the hosted server, hosted video, software licenses and preventative maintenance. The recurring cell data costs required for the cameras to operate will be funded by the departments

involved.

Attachments:

1. 20300303_AngelTrax Tech Servies 5-28-21



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 20300303 PROJECT#: CO1903 BID/RFP/RFQ#: 19-092

Project Name / Contract Description: Video/GPS/Diagnostics System for City Fleet

Name of Contractor: IVS, Inc. dba AngelTrax

CONTRACT TOTAL VALUE: \$ 349,741.82

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

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for the project has been acquired through the Video/GPS/Diagnostics System for City Fleet Project. From one time costs of \$252,505.82, \$176,440.82 covers the cost of the cameras,

\$76,065.00 covers the installation of cameras and removal of current cameras. The remaining \$97,236.00 will cover the licenses for software, hosted server, hosted video and annual preventative

maintenance. These are also recurring costs that will be funded through 10011250-5201. The recurring cell data costs required for the cameras to operate will be funded by the departments involved.

CRC Approval Date*: 4/14/21 *(If required)** Council Approval Date*: 6/24/21 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **IVS, Inc. dba AngelTrax**, an Alabama Corporation (the “Consultant”), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I SCOPE OF SERVICE

1.01 This Contract is for a mobile video surveillance system implementation, software and hardware maintenance and support and licensing (the “Project”). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **Exhibit “A”** to this Contract and are incorporated as though fully set forth herein by reference (the “Work”). Consultant agrees to perform or cause the performance of all the work described in **Exhibit “A.”**

1.02 Consultant agrees to perform the work described in **Exhibit “A”** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit “B”** to this Contract for the Work performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, exceed **Three Hundred Forty-Nine Thousand Seven Hundred Forty-One and 82/100 Dollars (\$349,741.82)**.

ARTICLE III CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the Work to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City’s Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City’s Project Manager.

- (a)** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract

amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

- (b) When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) **Any request by the Consultant for an increase in the Scope of Work and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such work or the right to payment for such additional work shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such Work is additional to the Scope of Work included in this Contract, the Consultant agrees to continue providing on a timely basis all work to be provided by the Consultant hereunder, including any Work as to which there is a dispute.
- (d) It shall be the sole responsibility of the City to assure compliance with its approval rules and regulations regarding the authority to authorize funds. Consultant bears no responsibility for the enforcement of the rules of the City in either requesting changes or distributing funds for services rendered. Should City make payment for work performed and accepted under this contract as defined in Article I and any request for changes to work delivered and accepted those funds transferred shall remain the sole property of the Consultant. Consultant agrees to assist City in its assessment and evaluation of any change requested

ARTICLE IV TIME OF PERFORMANCE

4.01 Except as provided in Article XI hereinbelow, the Consultant shall complete the implementation work described in **Exhibit “A”** by the dates set forth below:

Implementation Schedule	Completion Time
1. Public Works and Fire Departments Phase. Public Works Department - 25 Vehicles with 5 Camera System and 8 Vehicles with 6 Camera System Fire Departments - 4 Vehicles with 3 Camera System, 12 Vehicles with 5 Camera System and 6 Vehicles with 6 Camera System	8 weeks from Notice to Proceed.
a. Notice to Proceed and Shipment of Products	
b. Implementation complete and Accepted by the City	
c. Software Licensing, Hosted Server, Hosted Video and Annual Preventative Maintenance	
2. Water and Electric Departments Phase Water Department – 32 Vehicles with 3 Camera System Electric Department – 30 Vehicles with 3 Camera System	8 weeks from Notice to Proceed.
a. Notice to Proceed and Shipment of Products	
b. Implementation Complete and Accepted by the City	
c. Software Licensing, Hosted Server, Hosted Video and Annual Preventative Maintenance	

4.02 Except as provided in Article XI hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the Work in the most expedient and efficient manner possible in order to complete the work by the times specified. City will provide access to the equipment upon which the technical solution is being installed in a manner consistent with Consultant’s timely performance of its obligations under this Contract.

4.04 Consultant will work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-

related tasks reasonably required of it by the City in order to fulfill the purposes of the Work to be performed. The Work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."** City will provide access to the equipment upon which the technical solution is being installed in a manner consistent with Consultant's timely performance of its obligations under this Contract.

ARTICLE V INDEPENDENT CONTRACTOR AND NONSOLICITATION

5.01 Independent Contractor. In all activities or work performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant, as an independent contractor, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the Work on the Project. The Consultant shall have ultimate control over the execution of the Work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the Scope of Work contained herein and approved by the City.

5.02 Non-solicitation. Consultant recognizes and understands that it will be interacting with City employees when performing Work under this Contract, and that it may cause irreparable harm to the City should one or more City employees perform work for Consultant either directly or indirectly. Because of this, Consultant agrees that it shall not directly or indirectly, personally or through others, solicit or encourage, or attempt to solicit or encourage on Consultant's own behalf or on behalf of any other person or entity for hire or use the work of any employee or other consultant of the City or any of City's agents or officials. Consultant agrees to adhere to this requirement for a minimum of one year following termination of this Contract. This provision shall survive termination of this Contract.

ARTICLE VI AUTHORIZATION

6.01 The City shall direct Consultant to commence Work on the Project by sending Consultant a "letter of authorization" to begin Work on the Project.

6.02 Upon receipt of the letter of authorization to begin Work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions, methodologies and expectations; devising the criteria to be met for both interim goals and final completion of the Work.

6.03 Consultant shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the Work provided by Consultant reflects high professional and industry standards, procedures, and performances. Consultant warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other work under this Contract, pursuant to a high standard of performance in the field in which Consultant works. Consultant warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the work pursuant to this Contract. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's Work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the Work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Work. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any Work found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable Work. In the event there exists an interruption of parts supply beyond the control of Consultant the fifteen (15) calendar day obligation does not begin until the parts become available in the marketplace.

7.04 Consultant's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business.

7.05 Consultant has the right to retrieve and maintain as its property raw meta data and any analysis relating to the overall effectiveness of the software and engineered technologies provided to the City. No personal identifying information regarding any individual or entity in a readable format will be maintained by the Consultant after termination. The raw meta data collection and ownership retention applies to operational data directly relating to the functionality of the technical solution provided City.

7.06 The City has the duty to perform limited preventive maintenance on and to the technological solution provided by Consultant. Consultant is not liable for the failure to perform routine preventive maintenance. Upon installation Consultant will provide City with the preventive maintenance protocol specific to the technological solution installed.

ARTICLE VIII INDEMNIFICATION AND RELEASE

8.01 Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as “Indemnatee”), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Consultant, any of its subconsultants of any tier, or of any employee or invitee of Consultant or of any such subconsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Consultant or by any such subconsultants of any tier, under this Contract. 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.

8.02 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 Paragraph 8.01, 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.

8.03 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, volunteers and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that 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, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE IX INSURANCE

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract 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 Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

9.02 Types. During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section.

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.
- (e) Cyber Liability.

9.03 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show the Consultant's insurance coverage as primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit C**, and approved by the City *before* work commences.

9.04 Additional Insurance. The Consultant shall include all subconsultants as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

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

- (a) Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- (c) "Claims made" policies are not accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.

- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - i. The licensed insurance company is authorized to do business in the State of Texas
 - ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - iii. All endorsements and coverages are included according to the requirements of this Contract
 - iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- (f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

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

- (a) Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence per project with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City’s review and acceptance.
- (e) The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.
- (f) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

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

- (a) Coverage 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 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

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

- (a) Employer's Liability limits of \$1,000,000 for each accident is 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 listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.09 Professional Liability requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

9.10 Cyber Liability. Minimum limits of \$5,000,000 for third party losses. Coverage must include:

- (a) Event Management;
- (b) Unauthorized Access/use;
- (c) Computer Virus;
- (d) Denial of Service Attack;
- (e) Libel, Cyber-libel, Slander, Product Disparagement;
- (f) Violation of Right of Privacy;
- (g) Regulatory Costs;
- (h) Privacy Costs- Privacy Injury and Identity Theft;
- (i) Programming Errors & Omissions Liability;
- (j) Replacement or Restoration of Electronic Data (First Person);
- (k) Extortion Threats;
- (l) Business Income and Extra Expense (to \$1 million);
- (m) Public Relations Expense; and

- (n) Security Breach Expense.

ARTICLE X TECHNOLOGY REQUIREMENTS

10.01 Data Storage. Consultant will collect data generated by the technology solution application provided to the City and the Consultant is not a general Cloud Provider,

- (a) **Security Policies and Procedures.** The Consultant shall provide the City with copies of its information security policies and procedures within three (3) business days upon City's request covering:

- i. Data Classification and privacy;
- ii. Security training and awareness;
- iii. Systems administration, patching and configuration;
- iv. Incident response;
- v. Managing workstations, mobile devices and antivirus applications;
- vi. Backups, disaster recovery and business partners and contractors;
- vii. Audit and testing schedules;
- viii. Requirements for third-party business partners and contractors;
- ix. Compliance with information security or privacy laws, rules, regulations or standards;
- x. Evidence of background checks that support security of sensitive or confidential information;
- xi. Disclosure of previous data breaches; and
- xii. Any other relevant information regarding security policies or procedures.

- (b) **Industry Best Practices.** Consultant must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

- i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;
- ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security using best industry practices and standards compatible with industry security frameworks.
- iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and
- iv. Having all servers providing work to the City solely physically located within the continental United States of America. Consultant must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system,

including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

(c) Data Breach.

- i. Notice.** Consultant must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Consultant must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Consultant must:
 1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
 2. Promptly implement necessary remedial measures; and
 3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.
- ii. Consultant Agreement Breach.** If a data breach results from Consultant's breach of the Contract, Consultant must:
 1. Bear any costs associated with the investigation and resolution of the data breach
 2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
 3. Engage a credit monitoring service or identity protection service;
 4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;
 5. Complete all corrective actions as reasonably determined based on root cause; and
 6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Consultant must:

- i.** Provide on-going software updates as they become available complying with the defined maintenance windows. The Consultant must completely test updates; including any bug fixes, patches and other improvements;
- ii.** Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;
- iii.** Agree to application and vulnerability security scans and schedules;
- iv.** Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided.

- Individuals who have access to systems and data must have a criminal background check;
- v. Annually audit the data center. The audit results must comply with industry standard controls for data security and disaster recovery that the Consultant shall report to the City in writing; and
 - vi. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.
- (e) **Disaster Recovery.** Consultant must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Consultant shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.
- (f) **Closeout.**
- i. **Agreement Expiration.** When the Agreement term expires or terminates, and at any other time at the City's written request, Contractor must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in the Contractor's possession or control. Consultant retains the rights in the statistical data developed from the analysis of the operation of the systems deployed by Consultant in the performance of this agreement.
 - ii. **Access.** The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Consultant. The Consultant must provide the City transition work after Agreement expiration or termination at Consultant's then-current and generally-charged hourly rates.
 - iii. **Data Removal.** At the City's request upon Agreement expiration or termination, the Consultant must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Consultant's servers to the extent possible based on the then-current technology available. Consultant must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Consultant will not otherwise delete the City's data without City's prior written consent. Consultant may maintain its meta data or any analysis arising from or connected with from having provided the technology solution to the City.

10.03 Background Checks. The Consultant agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Project. Such background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. This must be done prior to such individuals commencing their work on the Project. Consultant agrees to produce any and all background checks information as described herein when requested to the City. To the degree allowed by applicable law, City agrees to keep such information confidential.

10.04 Change Management. Any major change to the system shall be authorized and approved by the City. The changes will follow the change management process outlined by the City and in accordance with this Contract. All enhancements and upgrades shall be included in the change management scope of work. All changes will be reasonably tested by the vendor in accordance with the requirements of the City. All major upgrades with exception to emergency upgrades, such as to address a vulnerability, will be scheduled on a calendar and back-out plans presented to the City.

10.05 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it functions in the City's current technology environment.

ARTICLE XI TERMINATION

11.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the work performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the work performed and expenses incurred prior to the date of termination.

11.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XII MISCELLANEOUS TERMS

12.01 Venue and Applicable Law. In the event City seeks to enforce any term or condition of this contract or bring a claim or dispute related to this Agreement through a proceeding in court it shall do so in state or federal court in Houston County, Alabama and should Consultant seek to enforce any term of this contract or bring a claim or dispute related to this Agreement through a proceeding in court it shall do so in state or federal court in Brazos County, Texas. Such venue provision shall not apply to any counterclaim brought by a party to this agreement. The law of the forum where the litigation is filed shall be controlling.

12.02 Notices. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

CITY:

City of College Station
Attn: Iroshi Price
P.O. Box 9960
College Station, Texas 77842
iprice@cstx.gov

CONSULTANT:

IVS, Inc. dba AngelTrax
Attn: Richie Howard
119 South Woodburn Drive
Dothan, AL 36305
lani.gomez@angeltrax.com

12.03 Performance of Work. Consultant, its employees, associates or subconsultants shall perform all the Work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the Work described hereunder. Consultant shall undertake the Work and complete it in a timely manner.

12.04 Compliance. The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or work of an unauthorized alien. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

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

12.06 Assignment. This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City. Approval shall not be unreasonably withheld.

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

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

12.09 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

12.10 Bound by Terms. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

12.11 Effective. This Contract goes into effect when duly approved by all the parties hereto.

12.12 No Boycott Israel. To the extent this Contract is considered a contract for goods or work subject to §2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

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

IVS, INC. DBA ANGELTRAX

CITY OF COLLEGE STATION

By: _____
Richie Howard, President

By: _____
City Manager
Date: _____

Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit A
Scope of Work

No.	Department	Type	# of Cameras	Chassis/Model	Camera Locations
1	Solid Waste	Residential Rear Load	5	Autocar	Forward, each side, rear, and inside the cab video.
2	Solid Waste	Residential Rear Load	5	Autocar	Forward, each side, rear, and inside the cab video.
3	Solid Waste	Residential Rear Load	5	Autocar	Forward, each side, rear, and inside the cab video.
4	Solid Waste	Residential Rear Load	5	Autocar	Forward, each side, rear, and inside the cab video.
5	Solid Waste	Residential Rural Satellite	5	Ford	Forward, each side, rear, and inside the cab video.
6	Solid Waste	Residential Rural Satellite	5	Ford	Forward, each side, rear, and inside the cab video.
7	Solid Waste	Residential Automated	6	Autocar	Forward, each side, rear, in hopper, and inside the cab video.
8	Solid Waste	Residential Automated	6	Autocar	Forward, each side, rear, in hopper, and inside the cab video.
9	Solid Waste	Residential Automated	6	Autocar	Forward, each side, rear, in hopper, and inside the cab video.
10	Solid Waste	Residential Automated	6	Autocar	Forward, each side, rear, in hopper, and inside the cab video.
11	Solid Waste	Residential Automated	6	Autocar	Forward, each side, rear, in hopper, and inside the cab video.

12	Solid Waste	Residential Automated	6	Autocar	Forward, each side, rear, in hopper, and inside the cab video.
13	Solid Waste	Residential Brush	5	Ford	Forward, each side, rear, and inside the cab video.
14	Solid Waste	Residential Brush	5	Freightliner	Forward, each side, rear, and inside the cab video.
15	Solid Waste	Residential Brush	5	Freightliner	Forward, each side, rear, and inside the cab video.
16	Solid Waste	Residential Brush	5	Ford	Forward, each side, rear, and inside the cab video.
17	Solid Waste	Residential Brush	5	Ford	Forward, each side, rear, and inside the cab video.
18	Solid Waste	Residential Brush	5	Ford	Forward, each side, rear, and inside the cab video.
19	Solid Waste	Residential Brush	5	Ford	Forward, each side, rear, and inside the cab video.
20	Solid Waste	Commercial FEL	5	Autocar	Forward, each side, rear, and inside the cab video.
21	Solid Waste	Commercial FEL	5	Autocar	Forward, each side, rear, and inside the cab video.
22	Solid Waste	Commercial FEL	5	Autocar	Forward, each side, rear, and inside the cab video.
23	Solid Waste	Commercial FEL	5	Autocar	Forward, each side, rear, and inside the cab video.
24	Solid Waste	Commercial FEL	5	Autocar	Forward, each side, rear, and inside the cab video.
25	Solid Waste	Commercial FEL	5	Autocar	Forward, each side, rear, and inside the cab video.
26	Solid Waste	Commercial Automated	6	Autocar	Forward, each side, rear, in hopper, and inside the cab video.

27	Solid Waste	Commercial Automated	6	Autocar	Forward, each side, rear, in hopper, and inside the cab video.
28	Solid Waste	Commercial Roll-Off	5	Autocar	Forward, each side, rear, and inside the cab video.
29	Solid Waste	Commercial Roll-Off	5	Autocar	Forward, each side, rear, and inside the cab video.
30	Solid Waste	Commercial Roll-Off	5	Autocar	Forward, each side, rear, and inside the cab video.
31	Solid Waste	Sweepers	5	Freightliner	Forward, each side, rear, and inside the cab video.
32	Solid Waste	Sweepers	5	Freightliner	Forward, each side, rear, and inside the cab video.
33	Solid Waste	Sweepers	5	TBD	Forward, each side, rear, and inside the cab video.
34	Fire	Fire Engine	5	N/A	Forward, each side, rear, and inside the cab video.
35	Fire	Fire Engine	5	N/A	Forward, each side, rear, and inside the cab video.
36	Fire	Fire Engine	5	N/A	Forward, each side, rear, and inside the cab video.
37	Fire	Fire Engine	5	N/A	Forward, each side, rear, and inside the cab video.
38	Fire	Fire Engine	5	N/A	Forward, each side, rear, and inside the cab video.
39	Fire	Fire Engine	5	N/A	Forward, each side, rear, and inside the cab video.
40	Fire	Fire Engine	5	N/A	Forward, each side, rear, and inside the cab video.
41	Fire	Fire Engine	5	N/A	Forward, each side, rear, and inside the cab video.

42	Fire	Tenders	5	N/A	Forward, each side, rear, and inside the cab video.
43	Fire	Ambulance	6	N/A	Forward, rear, and cab. Each side will be nice to have
44	Fire	Ambulance	6	N/A	Forward, rear, and cab. Each side will be nice to have
45	Fire	Ambulance	6	N/A	Forward, rear, and cab. Each side will be nice to have
46	Fire	Ambulance	6	N/A	Forward, rear, and cab. Each side will be nice to have
47	Fire	Ambulance	6	N/A	Forward, rear, and cab. Each side will be nice to have
48	Fire	Ambulance	6	N/A	Forward, rear, and cab. Each side will be nice to have
49	Fire	Ladders	5	N/A	Forward, each side, rear, and inside the cab video.
50	Fire	Ladders	5	N/A	Forward, each side, rear, and inside the cab video.
51	Fire	Ladders	5	N/A	Forward, each side, rear, and inside the cab video.
52	Fire	North Command	3	N/A	Front, rear, and cab.
53	Fire	South Command	3	N/A	Front, rear, and cab.
54	Fire	EMS Squad	3	N/A	Forward, rear, and cab.
55	Fire	EMS Squad	3	N/A	Forward, rear, and cab.
56	Electric	SUV	3	Chev Tahoe	Forward, rear, and cab.
57	Electric	1 Ton Foreman Truck Extended Cab	3	Chev Silv 3500hd	Forward, rear, and cab.
58	Electric	3/4 Ton 4 door Pickup	3	Chev Silv 2500	Forward, rear, and cab.
59	Electric	1 Ton Foreman	3	Chev Silv 3500hd	Forward, rear, and cab.

		Truck Extended Cab			
60	Electric	Big Bucket Truck	3	Freightliner M2- 106 Altec Bucket Truck	Forward, rear, and cab.
61	Electric	1/2 Ton Meter Van	3	Chev Van	Forward, rear, and cab.
62	Electric	Big Bucket Truck	3	Freightliner M2- 106 Altec Bucket Truck	Forward, rear, and cab.
63	Electric	Digger Truck	3	Freightliner digger derrick	Forward, rear, and cab.
64	Electric	Service Bucket Truck	3	Ford F550 XC W/Versalift Bucket	Forward, rear, and cab.
65	Electric	3/4 Ton 4 door Pickup	3	Chev Silv 2500	Forward, rear, and cab.
66	Electric	Big Bucket Truck	3	Freightliner M2- 106 Altec Bucket Truck	Forward, rear, and cab.
67	Electric	Big Bucket Truck	3	Freightliner Versalift 73' Bucket Truck	Forward, rear, and cab.
68	Electric	1 & 1/25 Ton Ext. Cab Foreman Truck	3	Ford F450 Extended Cab	Forward, rear, and cab.
69	Electric	3/4 Ton Extended Cab Pickup	3	Ford F350 Extended Cab	Forward, rear, and cab.
70	Electric	1/2 Ton Meter Van	3	Chev Express Van	Forward, rear, and cab.
71	Electric	Digger Truck	3	Freightler Commader Digger Derrick	Forward, rear, and cab.
72	Electric	1 Ton Regular Cab Foreman	3	Ford F350	Forward, rear, and cab.
73	Electric	3/4 ton extended cab	3	Ford F250	Forward, rear, and cab.
74	Electric	Digger Truck	3	Freightler Commader Digger Derrick	Forward, rear, and cab.
75	Electric	3/4 Ton 4 door Pickup	3	Chev Silv 2500	Forward, rear, and cab.

76	Electric	3/4 Ton 4 door Pickup	3	Chev Silv 2500	Forward, rear, and cab.
77	Electric	Van	3	Chev Express Van	Forward, rear, and cab.
78	Electric	1/2 Ton Extended Cab	3	Chev Silv XC	Forward, rear, and cab.
79	Electric	Service Bucket Truck	3	F550 XC W/Versalift Bucket	Forward, rear, and cab.
80	Electric	Service Bucket Truck	3	F550 XC W/Versalift Bucket	Forward, rear, and cab.
81	Electric	Service Bucket Truck	3	F550 XC W/Versalift Bucket	Forward, rear, and cab.
82	Electric	3/4 Ton Meter Van	3	Chev Express Van	Forward, rear, and cab.
83	Electric	3/4 Ton Meter Van	3	Chev Express Van	Forward, rear, and cab.
84	Electric	1/2 Ton Extended Cab	3	Chev Silv XC	Forward, rear, and cab.
85	Electric	1/2 Ton Reg Cab	3	Chev Silv XC	Forward, rear, and cab.
86	Water	TRUCK, SILV 2500	3	CHEVROLET	Forward, rear, and cab.
87	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
88	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
89	Water	TRUCK, F350	3	FORD	Forward, rear, and cab.
90	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
91	Water	TRUCK, F350	3	FORD	Forward, rear, and cab.
92	Water	TRUCK, DUMP BODY	3	FORD	Forward, rear, and cab.
93	Water	TRUCK, VACCON SEWER	3	FREIGHTLINER	Forward, rear, and cab.
94	Water	TRUCK, DUMP BED 8-10YD	3	FREIGHTLINER	Forward, rear, and cab.
95	Water	VAN, TV	3	FORD	Forward, rear, and cab.

96	Water	TRUCK, VACCON SEWER	3	FREIGHTLINER	Forward, rear, and cab.
97	Water	VEHICLE, UTILITY 855D	3	JOHN DEERE	Forward, rear, and cab.
98	Water	TRUCK, COLORADO	3	CHEVROLET	Forward, rear, and cab.
99	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
100	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
101	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
102	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
103	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
104	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
105	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.
106	Water	TRUCK,F750 DUMP BED 6-8YD	3	FORD	Forward, rear, and cab.
107	Water	TRUCK, SILV 2500	3	CHEVROLET	Forward, rear, and cab.
108	Water	VAN, POWER TRANSIT E250	3	FORD	Forward, rear, and cab.
109	Water	FY19 TRUCK, REPLACES 9543	3	FREIGHTLINER	Forward, rear, and cab.
110	Water	TRUCK, SILV 2500	3	CHEVROLET	Forward, rear, and cab.
111	Water	TRUCK, DUMP BODY	3	FREIGHTLINER	Forward, rear, and cab.
112	Water	TRUCK, SLINGER TANKER	3	AUT	Forward, rear, and cab.
113	Water	TRUCK, DUMP BED 12-14YD	3	FREIGHTLINER	Forward, rear, and cab.

114	Water	TRUCK, DUMP BODY 8- 10YD	3	FORD	Forward, rear, and cab.
115	Water	TRUCK, DUMP BODY 12- 14YD	3	FREIGHTLINER	Forward, rear, and cab.
116	Water	TRUCK, DUMP BODY	3	FREIGHTLINER	Forward, rear, and cab.
117	Water	TRUCK, SILV 3500	3	CHEVROLET	Forward, rear, and cab.



ISSUE DATE.: 05/25/2021

EXPIRY DATE.: 06/25/2021

PREPARED FOR:

PREPARED BY:

AngelTrax Mobile Video Surveillance



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Dothan, AL 36305
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Corporate Office: 1.800.673.1788
tina.parker@angeltrax.com

BILLING DETAILS	SHIPPING DETAILS
City of College Station 1101 Texas Ave College Station, TX 77840 United States of America (979)764-3555	City of College Station 1101 Texas Ave College Station, TX 77840 United States of America (979)764-3555

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
PHASE 1 WITH CUSTOMER PROVIDED AT&T DATAPLAN			
(8) SOLID WASTE 6 CAMERA SYSTEM			
AngelTrax VULCANVX7AI Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	8	\$1,764.53	\$14,116.24
VX7AI Vulcan Series 7 Channel HD/IP Mobile Digital Video Recorder • 7 Channels with 6 Channels D1, WD1, 720P, or up to 1080P + 1 Channel IP up to 1080P • Dual Solid-State SD Card Slots • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression	1		
SD512GB (2) 512GB SD Solid-State Memory Card	2		



QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 VULPBH Vulcan Series Panic Button Housing PC color	1		
 CP7AI Vulcan Series High-Definition 1080P Dual Windshield Camera • Windshield Mounted • Dual Cameras for Views of Vehicle Interior and Through Windshield • 1080P HD • 2.1mm Driver-Facing Camera and 4mm Exterior-Facing Camera • Noise-Gated Microphone • Privacy Option for Microphone and Interior Camera • Wi-Fi Switch Enables Recording Unit's Wi-Fi to Switch to AP Mode for System Configuration and Maintenance • Scratch-Resistant, Anti-Glare Glass Lens Covers • Infrared (Interior Camera Only) • 4 LEDs to Indicate Status • Built-in GPS • Built-in G-Force Sensor • Audible Alarm	1		
 HD3600V (3) Vulcan Series Anvil 3600 HD Low Profile Camera • 3.6mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared • For use in school bus SAV applications as overview camera when equipped with YELHS1 yellow housing	3		
 HD2500V Vulcan Series Anvil 2500 HD Low Profile Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
 HD12CBL (3) 39.37 ft. HD Camera Cable	3		
 HD18CBL 59.06 ft. HD Camera Cable	1		

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
    	CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan MDVR and HCNVR systems	1		
	RAMDIAMT RAM Diamond Mount	1		
	RAMLGARM RAM Long Arm	1		
	RAMSHSD RAM Short Stud 1/4-20	1		
	TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
(25) SOLID WASTE 5 CAMERA SYSTEM				
AngelTrax VULCANVX7AI Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)		25	\$1,638.76	\$40,969.00
VX7AI Vulcan Series 7 Channel HD/IP Mobile Digital Video Recorder • 7 Channels with 6 Channels D1, WD1, 720P, or up to 1080P + 1 Channel IP up to 1080P • Dual Solid-State SD Card Slots • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression		1		

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 SD512GB (2) 512GB SD Solid-State Memory Card	2		
 VULPBH Vulcan Series Panic Button Housing PC color	1		
 CP7AI Vulcan Series High-Definition 1080P Dual Windshield Camera • Windshield Mounted • Dual Cameras for Views of Vehicle Interior and Through Windshield • 1080P HD • 2.1mm Driver-Facing Camera and 4mm Exterior-Facing Camera • Noise-Gated Microphone • Privacy Option for Microphone and Interior Camera • Wi-Fi Switch Enables Recording Unit's Wi-Fi to Switch to AP Mode for System Configuration and Maintenance • Scratch-Resistant, Anti-Glare Glass Lens Covers • Infrared (Interior Camera Only) • 4 LEDs to Indicate Status • Built-in GPS • Built-in G-Force Sensor • Audible Alarm	1		
 HD3600V (2) Vulcan Series Anvil 3600 HD Low Profile Camera • 3.6mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared • For use in school bus SAV applications as overview camera when equipped with YELHS1 yellow housing	2		
 HD2500V Vulcan Series Anvil 2500 HD Low Profile Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
 HD12CBL (2) 39.37 ft. HD Camera Cable	2		

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
     	HD18CBL 59.06 ft. HD Camera Cable	1		
	CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan MDVR and HCNVR systems	1		
	RAMDIAMT RAM Diamond Mount	1		
	RAMLGARM RAM Long Arm	1		
	RAMSHSD RAM Short Stud 1/4-20	1		
	TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
(6) FIRE 6 CAMERA SYSTEM - AMBULANCE				
AngelTrax VULCANVX7AI Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)		6	\$1,767.08	\$10,602.48

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 VX7AI Vulcan Series 7 Channel HD/IP Mobile Digital Video Recorder • 7 Channels with 6 Channels D1, WD1, 720P, or up to 1080P + 1 Channel IP up to 1080P • Dual Solid-State SD Card Slots • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression	1		
 SD512GB (2) 512GB SD Solid-State Memory Card	2		
 VULPBH Vulcan Series Panic Button Housing PC color	1		
 CP7AI Vulcan Series High-Definition 1080P Dual Windshield Camera • Windshield Mounted • Dual Cameras for Views of Vehicle Interior and Through Windshield • 1080P HD • 2.1mm Driver-Facing Camera and 4mm Exterior-Facing Camera • Noise-Gated Microphone • Privacy Option for Microphone and Interior Camera • Wi-Fi Switch Enables Recording Unit's Wi-Fi to Switch to AP Mode for System Configuration and Maintenance • Scratch-Resistant, Anti-Glare Glass Lens Covers • Infrared (Interior Camera Only) • 4 LEDs to Indicate Status • Built-in GPS • Built-in G-Force Sensor • Audible Alarm	1		
 HD2100V Vulcan Series Anvil 2100 HD Low Profile Camera • 2.1mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
 HD3600V (2) Vulcan Series Anvil 3600 HD Low Profile Camera • 3.6mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared • For use in school bus SAV applications as overview camera when equipped with YELHS1 yellow housing	2		

QUOTED PRODUCTS

MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
	HD2500V Vulcan Series Anvil 2500 HD Low Profile Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
	HD9CBL 29.53 ft. HD Camera Cable	1		
	HD12CBL (2) 39.37 ft. HD Camera Cable	2		
	HD18CBL 59.06 ft. HD Camera Cable	1		
	CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan MDVR and HCNVR systems	1		
	RAMDIAMT RAM Diamond Mount	1		
	RAMLGARM RAM Long Arm	1		
	RAMSHSD RAM Short Stud 1/4-20	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
(12) FIRE 5 CAMERA SYSTEM			
AngelTrax VULCANVX7AI Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	12	\$1,637.06	\$19,644.72
 VX7AI Vulcan Series 7 Channel HD/IP Mobile Digital Video Recorder • 7 Channels with 6 Channels D1, WD1, 720P, or up to 1080P + 1 Channel IP up to 1080P • Dual Solid-State SD Card Slots • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression	1		
 SD512GB (2) 512GB SD Solid-State Memory Card	2		
 VULPBH Vulcan Series Panic Button Housing PC color	1		
 CP7AI Vulcan Series High-Definition 1080P Dual Windshield Camera • Windshield Mounted • Dual Cameras for Views of Vehicle Interior and Through Windshield • 1080P HD • 2.1mm Driver-Facing Camera and 4mm Exterior-Facing Camera • Noise-Gated Microphone • Privacy Option for Microphone and Interior Camera • Wi-Fi Switch Enables Recording Unit's Wi-Fi to Switch to AP Mode for System Configuration and Maintenance • Scratch-Resistant, Anti-Glare Glass Lens Covers • Infrared (Interior Camera Only) • 4 LEDs to Indicate Status • Built-in GPS • Built-in G-Force Sensor • Audible Alarm	1		

QUOTED PRODUCTS

MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
	HD3600V (2) Vulcan Series Anvil 3600 HD Low Profile Camera • 3.6mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared • For use in school bus SAV applications as overview camera when equipped with YELHS1 yellow housing	2		
	HD2500V Vulcan Series Anvil 2500 HD Low Profile Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
	HD9CBL 29.53 ft. HD Camera Cable	1		
	HD12CBL 39.37 ft. HD Camera Cable	1		
	HD18CBL 59.06 ft. HD Camera Cable	1		
	CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan MDVR and HCNVR systems	1		
	RAMDIAMT RAM Diamond Mount	1		
	RAMLGARM RAM Long Arm	1		

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
	RAMSHSD RAM Short Stud 1/4-20	1		
	 TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
(4) FIRE 3 CAMERA SYSTEM				
AngelTrax VULCANVX7AI Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)		4	\$1,380.43	\$5,521.72
	VX7AI Vulcan Series 7 Channel HD/IP Mobile Digital Video Recorder • 7 Channels with 6 Channels D1, WD1, 720P, or up to 1080P + 1 Channel IP up to 1080P • Dual Solid-State SD Card Slots • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression	1		
	SD512GB (2) 512GB SD Solid-State Memory Card	2		
	VULPBH Vulcan Series Panic Button Housing PC color	1		

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 CP7AI Vulcan Series High-Definition 1080P Dual Windshield Camera • Windshield Mounted • Dual Cameras for Views of Vehicle Interior and Through Windshield • 1080P HD • 2.1mm Driver-Facing Camera and 4mm Exterior-Facing Camera • Noise-Gated Microphone • Privacy Option for Microphone and Interior Camera • Wi-Fi Switch Enables Recording Unit's Wi-Fi to Switch to AP Mode for System Configuration and Maintenance • Scratch-Resistant, Anti-Glare Glass Lens Covers • Infrared (Interior Camera Only) • 4 LEDs to Indicate Status • Built-in GPS • Built-in G-Force Sensor • Audible Alarm	1		
 HD2500V Vulcan Series Anvil 2500 HD Low Profile Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
 HD12CBL 39.37 ft. HD Camera Cable	1		
 CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan MDVR and HCNVR systems	1		
 RAMDIAMT RAM Diamond Mount	1		
 RAMLGARM RAM Long Arm	1		
 RAMSHSD RAM Short Stud 1/4-20	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
(30) ELECTRIC 3 CAMERA SYSTEM			
AngelTrax VULCANVX7AI Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	30	\$1,380.43	\$41,412.90
 VX7AI Vulcan Series 7 Channel HD/IP Mobile Digital Video Recorder • 7 Channels with 6 Channels D1, WD1, 720P, or up to 1080P + 1 Channel IP up to 1080P • Dual Solid-State SD Card Slots • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression	1		
 SD512GB (2) 512GB SD Solid-State Memory Card	2		
 VULPBH Vulcan Series Panic Button Housing PC color	1		
 CP7AI Vulcan Series High-Definition 1080P Dual Windshield Camera • Windshield Mounted • Dual Cameras for Views of Vehicle Interior and Through Windshield • 1080P HD • 2.1mm Driver-Facing Camera and 4mm Exterior-Facing Camera • Noise-Gated Microphone • Privacy Option for Microphone and Interior Camera • Wi-Fi Switch Enables Recording Unit's Wi-Fi to Switch to AP Mode for System Configuration and Maintenance • Scratch-Resistant, Anti-Glare Glass Lens Covers • Infrared (Interior Camera Only) • 4 LEDs to Indicate Status • Built-in GPS • Built-in G-Force Sensor • Audible Alarm	1		

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 HD2500V Vulcan Series Anvil 2500 HD Low Profile Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
 HD12CBL 39.37 ft. HD Camera Cable	1		
 CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan MDVR and HCNVR systems	1		
 RAMDIAMT RAM Diamond Mount	1		
 RAMLGARM RAM Long Arm	1		
 RAMSHSD RAM Short Stud 1/4-20	1		
 TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
(32) WATER TBD 3 CAMERA SYSTEM			

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
AngelTrax VULCANVX7AI Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below) VX7AI Vulcan Series 7 Channel HD/IP Mobile Digital Video Recorder • 7 Channels with 6 Channels D1, WD1, 720P, or up to 1080P + 1 Channel IP up to 1080P • Dual Solid-State SD Card Slots • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression SD512GB (2) 512GB SD Solid-State Memory Card VULPBH Vulcan Series Panic Button Housing PC color CP7AI Vulcan Series High-Definition 1080P Dual Windshield Camera • Windshield Mounted • Dual Cameras for Views of Vehicle Interior and Through Windshield • 1080P HD • 2.1mm Driver-Facing Camera and 4mm Exterior-Facing Camera • Noise-Gated Microphone • Privacy Option for Microphone and Interior Camera • Wi-Fi Switch Enables Recording Unit's Wi-Fi to Switch to AP Mode for System Configuration and Maintenance • Scratch-Resistant, Anti-Glare Glass Lens Covers • Infrared (Interior Camera Only) • 4 LEDs to Indicate Status • Built-in GPS • Built-in G-Force Sensor • Audible Alarm HD2500V Vulcan Series Anvil 2500 HD Low Profile Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared HD12CBL 39.37 ft. HD Camera Cable	32 1 2 1 1 1 1	\$1,380.43	\$44,173.76

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan MDVR and HCNVR systems	1		
 RAMDIAMT RAM Diamond Mount	1		
 RAMLGARM RAM Long Arm	1		
 RAMSHSD RAM Short Stud 1/4-20	1		
 TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
PRO8CMSLCFEE-5 Pro 8 Central Management System Annual Licensing Fee • Annual License Fee Per Year (151-250 Vehicles)	1	\$3,750.00	\$3,750.00
HOSTEDSERVER Hosted Server - 1 year pricing	1	\$4,800.00	\$4,800.00

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
HOSTEDVIDEO Hosted Video - Managed Video Platform with MotoTrax/Customer Provided AT&T Data Plan		117	\$600.00	\$70,200.00
- Annual Charge per Vehicle Includes - MotoTrax Setup per Vehicle - MotoTrax Home - MotoTrax My Fleet - MotoTrax EH - MotoTrax LT - MotoTrax LV - MotoTrax DB - MotoTrax RFID		117	\$0.00	\$0.00
MOTOTRAX INCLUDED WITH PURCHASE OF HOSTED VIDEO W/CUSTOMER PROVIDED AT&T DATA PLAN				
	MotoTrax-SETUP MotoTrax Online Surveillance Management Software - Track Your Entire Fleet - Instant Event Notifications - View Live Camera Feeds - Simple, Logical User Interface - Create Custom Reports - Import/Export Data (\$25.00 Initial Setup Fee per Vehicle)	1		
	MotoTrax-Home MotoTrax Home View an Overview of Your Fleet's MDVR/MNVR System Health Events & Alerts	1		
	MotoTrax-My Fleet MotoTrax My Fleet - Monitor Each Onboard MDVR/MNVR System's Connection & On/Off Status - Create Custom Reports	1		
	MotoTrax-EH MotoTrax Event History - Monitor Vehicle Status - Monitor On-Board MDVR/MNVR System Health - Create Custom Reports	1		
	MotoTrax-LT MotoTrax Live Tracking - Track Your Entire Fleet - Create Custom Reports	1		
	MotoTrax-LV MotoTrax Live View - Stream Live Video From Your Fleet - Remote System Setup	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MotoTrax-DB MotoTrax Driver Behavior • Monitor Driver Actions Indicating Aggressive or Distracted Driving • Create Custom Reports	1		
MotoTrax-RFID MotoTrax Radio Frequency Identification Tracking • Monitor RFID Card Check-ins	1		
 SMVULRFID RFID Card Reader (Small) for Vulcan Series MDVRs and HCNVRs	117	\$0.00	\$0.00
 RFIDCARD RFID Card Compatible with VULRFID and SMVULRFID RFID Card Readers • Includes Setup of User ID per Client's Specifications	2,500	\$0.00	\$0.00
CERTIFY One Full Day of Certification by AngelTrax Factory Trained Technician	1	\$2,500.00	\$2,500.00
CERTIFY 2 An Additional Full Day of Certification by AngelTrax Factory Trained Technician	1	\$500.00	\$500.00
PMCONTRACT Preventative maintenance of AngelTrax systems and components. Includes parts and labor for a one-time Fleet Assessment by one or more engineers to update units and repair/replace worn warrantied parts at the same time and location. This quote does not include the cost of non-warranty parts or un-installing/re-installing complete systems. NOTICE: THIS PM CONTRACT WILL AUTOMATICALLY RENEW ANNUALLY UNLESS ANGELTRAX RECEIVES NOTICE IN WRITING AT LEAST 30 DAYS PRIOR TO THE PM CONTRACT RENEWAL DATE, WHICH IS THE DATE OF THE INVOICE FOR THE PM CONTRACT.	117	\$158.00	\$18,486.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTLABOR-Wireless Contract Labor for Configuration of Wireless Components • Configuration of AngelTrax wireless components purchased for use with Vulcan Series MDVR/HCNVR systems • NOTE: Wireless components must be configured by a Certified AngelTrax IT Professional. • Price is per system. • Price is determined by type of wireless service (cellular or Wi-Fi) and software/tracking system purchased. • This quote does not include charges for the removal of any existing camera systems or equipment. • *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location. Cellular • Contact cellular carrier to activate service to Vulcan component(s). • Program unit to connect to PRO8CMS or MotoTrax. • Set up each unit's ID and assigned bus number to be recognized in PRO8CMS or MotoTrax. • Program unit to connect with customer's server or AngelTrax server. Wi-Fi • Contact customer's IT department for customer's Wi-Fi login at vehicle parking facility. • Program unit to connect to PRO8CMS or MotoTrax per customer's requirements: scheduled downloads or downloads upon connection to customer's Wi-Fi access point. • Set up each unit's ID and assigned bus number to be recognized in PRO8CMS or MotoTrax.	117	\$100.00	\$11,700.00
CONTLABOR Un-Installation of Camera System, per system. *If quote is for multiple cameras/systems, un-installation price is based upon the un-installation of the total quantity quoted at the same time and location.	11	\$50.00	\$550.00
CONTLABOR Installation of AngelTrax 6 Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.	14	\$650.00	\$9,100.00
CONTLABOR Installation of AngelTrax 5 Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.	37	\$595.00	\$22,015.00
CONTLABOR Installation of AngelTrax 3 Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.	66	\$450.00	\$29,700.00
BIDPRICING RFP #19-092 Fleet Video System	1	\$0.00	\$0.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SHIPPING/HANDLING Shipping and Handling Charges * Optional items are not included in the calculation.*	1	\$0.00	\$0.00
TOTAL			\$349,741.82

QUOTED PRODUCTS - OPTIONAL ITEMS		NOTE: OPTIONAL ITEMS BELOW ARE NOT INCLUDED IN TOTAL PRICING ABOVE.	
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTLABOR Un-Installation of Camera System, per system. *If quote is for multiple cameras/systems, un-installation price is based upon the un-installation of the total quantity quoted at the same time and location. (Optional) OPTIONAL YEAR 2 COSTS	106	\$50.00	\$5,300.00
PRO8CMSLCFEE-5 YEAR 2 Pro 8 Central Management System Annual Licensing Fee • Annual License Fee Per Year (151-250 Vehicles) (Optional)	1	\$3,750.00	\$3,750.00
HOSTEDSERVER YEAR 2 Hosted Server - 1 year pricing (Optional)	1	\$4,800.00	\$4,800.00
HOSTEDVIDEO YEAR 2 Hosted Video - Managed Video Platform Includes MotoTrax Setup per Vehicle MotoTrax Home MotoTrax My Fleet MotoTrax EH MotoTrax LT MotoTrax LV MotoTrax DB MotoTrax RFID (Optional)	117	\$600.00	\$70,200.00
MOTOTRAX INCLUDED WITH PURCHASE OF HOSTED VIDEO W/CUSTOMER PROVIDED AT&T DATA PLAN (Optional)	117	\$0.00	\$0.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MotoTrax-Home YEAR 2 MotoTrax Home • View an Overview of Your Fleet's MDVR/MNVR System Health Events & Alerts	1		
MotoTrax-My Fleet YEAR 2 MotoTrax My Fleet • Monitor Each Onboard MDVR/MNVR System's Connection & On/Off Status • Create Custom Reports	1		
MotoTrax-EH YEAR 2 MotoTrax Event History • Monitor Vehicle Status • Monitor On-Board MDVR/MNVR System Health • Create Custom Reports	1		
MotoTrax-LT YEAR 2 MotoTrax Live Tracking • Track Your Entire Fleet • Create Custom Reports	1		
MotoTrax-LV YEAR 2 MotoTrax Live View • Stream Live Video From Your Fleet • Remote System Setup	1		
MotoTrax-DB YEAR 2 MotoTrax Driver Behavior • Monitor Driver Actions Indicating Aggressive or Distracted Driving • Create Custom Reports	1		
MotoTrax-RFID YEAR 2 MotoTrax Radio Frequency Identification Tracking • Monitor RFID Card Check-ins	1		
PMCONTRACT YEAR 2 Preventative maintenance of AngelTrax systems and components. Includes parts and labor for a one-time Fleet Assessment by one or more engineers to update units and repair/replace worn warrantied parts at the same time and location. This quote does not include the cost of non-warranty parts or un-installing/re-installing complete systems. NOTICE: THIS PM CONTRACT WILL AUTOMATICALLY RENEW ANNUALLY UNLESS ANGELTRAX RECEIVES NOTICE IN WRITING AT LEAST 30 DAYS PRIOR TO THE PM CONTRACT RENEWAL DATE, WHICH IS THE DATE OF THE INVOICE FOR THE PM CONTRACT. (Optional)	117	\$158.00	\$18,486.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
OPTIONAL YEAR 3 COSTS			
PRO8CMSLCFEE-5 YEAR 3 Pro 8 Central Management System Annual Licensing Fee • Annual License Fee Per Year (151-250 Vehicles) (Optional)	1	\$3,750.00	\$3,750.00
HOSTEDSERVER YEAR 3 Hosted Server - 1 year pricing (Optional)	1	\$4,800.00	\$4,800.00
HOSTEDVIDEO YEAR 3 Hosted Video - Managed Video Platform Includes MotoTrax Setup per Vehicle MotoTrax Home MotoTrax My Fleet MotoTrax EH MotoTrax LT MotoTrax LV MotoTrax DB MotoTrax RFID (Optional)	117	\$600.00	\$70,200.00
MOTOTRAX INCLUDED WITH PURCHASE OF HOSTED VIDEO W/CUSTOMER PROVIDED AT&T DATA PLAN (Optional)	117	\$0.00	\$0.00
MotoTrax-Home YEAR 3 MotoTrax Home • View an Overview of Your Fleet's MDVR/MNVR System Health Events & Alerts	1		
MotoTrax-My Fleet YEAR 3 MotoTrax My Fleet • Monitor Each Onboard MDVR/MNVR System's Connection & On/Off Status • Create Custom Reports	1		
MotoTrax-EH YEAR 3 MotoTrax Event History • Monitor Vehicle Status • Monitor On-Board MDVR/MNVR System Health • Create Custom Reports	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MotoTrax-LT YEAR 3 MotoTrax Live Tracking • Track Your Entire Fleet • Create Custom Reports	1		
MotoTrax-LV YEAR 3 MotoTrax Live View • Stream Live Video From Your Fleet • Remote System Setup	1		
MotoTrax-DB YEAR 3 MotoTrax Driver Behavior • Monitor Driver Actions Indicating Aggressive or Distracted Driving • Create Custom Reports	1		
MotoTrax-RFID YEAR 3 MotoTrax Radio Frequency Identification Tracking • Monitor RFID Card Check-ins	1		
PMCONTRACT YEAR 3 Preventative maintenance of AngelTrax systems and components. Includes parts and labor for a one-time Fleet Assessment by one or more engineers to update units and repair/replace worn warrantied parts at the same time and location. This quote does not include the cost of non-warranty parts or un-installing/re-installing complete systems. NOTICE: THIS PM CONTRACT WILL AUTOMATICALLY RENEW ANNUALLY UNLESS ANGELTRAX RECEIVES NOTICE IN WRITING AT LEAST 30 DAYS PRIOR TO THE PM CONTRACT RENEWAL DATE, WHICH IS THE DATE OF THE INVOICE FOR THE PM CONTRACT. (Optional) OPTIONAL RFID Readers/Cards **RFID READER quantity based on Agency desired need (Quantity to be determined by Agency) **RFID CARD quantity based on Agency desired need (Quantity to be determined by Agency)	117	\$158.00	\$18,486.00
 SMVULRFID RFID Card Reader (Small) for Vulcan Series MDVRs and HCNVRs (Optional)	1	\$132.56	\$132.56
 RFIDCARD RFID Card Compatible with VULRFID and SMVULRFID RFID Card Readers • Includes Setup of User ID per Client's Specifications (Optional)	1	\$8.00	\$8.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
OPTIONAL Download Requested Video **Quantity based on Agency desired need (Quantity to be determined by Agency) DOWNLOADVIDEO Download of Requested Video from Hosted Review **cost based on per vehicle per incident RECOMMENDED TO PULL VIDEO, WHICH IS AT NO CHARGE (Optional)	1	\$250.00	\$250.00

Signed and endorsed by: _____

Printed Name _____

CORPORATE & FREIGHT POLICIES

The information in this document is to be held confidential by the receiving party. Disclosure of this information is permitted only to persons with the need to know the information for the intended purpose of this document, for the sole and exclusive benefit of the disclosing party. Specifications and prices are subject to change without notice. Please allow three to four weeks for delivery on special order items. Net 30 days from date of invoice to approved accounts. A handling fee is charged for customers who request third party billing freight. Items will be shipped UPS or FedEx, ground delivery, unless otherwise requested. No returns will be accepted after 30 days from invoice date. A 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc. Items deemed used or "B" goods will be returned to customer freight collect.

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing are subject to change.

The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

TITLE & OWNERSHIP POLICY

"Title/Ownership" of any item described in the quote or invoice does not pass to purchaser until such time as the invoice is paid in full. Seller has no duty to provide back office software support, warranty support or any monitoring for any item described in the unpaid invoice. Seller has the right to immediate possession of all items not paid for. Purchaser agrees to deliver to seller each item described in the invoice upon demand of seller at purchaser's expense. Delivery of the product described in the invoice shall not in any way terminate purchaser's obligation to pay for products ordered by purchaser and delivered to purchaser by seller. By accepting the product described on the invoice, buyer agrees that, should civil litigation arise due to non-payment, buyer expressly consents to jurisdiction in the State of Alabama and venue in Houston County, Alabama.

BID TERMS & CONDITIONS

If this quote is for a bid, the terms and conditions of the bid shall take the place of any applicable terms, conditions and disclaimers included in this quote.

Exhibit B Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the work and written acceptance by the City.

Schedule of Payment for each phase:

Payment Milestones	Payment Amount
1. Public Works and Fire Departments Phase. • Public Works Department - 25 Vehicles with 5 Camera System and 8 Vehicles with 6 Camera System • Fire Departments - 4 Vehicles with 3 Camera System, 12 Vehicles with 5 Camera System and 6 Vehicles with 6 Camera System	
a. Notice to Proceed and Shipment of Products	\$65,384.58
b. Removal of current Solid Waste cameras	\$550.00
c. Implementation complete and Accepted by the City	\$65,384.58
d. Software Licensing, Hosted Server, Hosted Video and Annual Preventative Maintenance	\$45,965.00
2. Water and Electric Departments Phase • Water Department – 32 Vehicles with 3 Camera System • Electric Department – 30 Vehicles with 3 Camera System	
a. Notice to Proceed and Shipment of Products	\$60,593.33
b. Implementation Complete and Accepted by the City	\$60,593.33
c. Software Licensing, Hosted Server, Hosted Video and Annual Preventative Maintenance	\$51,271.00
Total	\$349,741.82

Exhibit C
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2021

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 Flowers Insurance Agency LLC PO Box 368 Dothan AL 36302	CONTACT NAME: Jenny Jordan PHONE (A/C, No, Ext): 334-350-5480 FAX (A/C, No): 334-350-5439 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property & Casualty</td> <td>27998</td> </tr> <tr> <td>INSURER B : ARCH Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property & Casualty	27998	INSURER B : ARCH Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Property & Casualty	27998														
INSURER B : ARCH Insurance Company															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED IVS, Inc. dba AngelTrax 119 S Woodburn Drive Dothan AL 36305	IVSANGE-01														

COVERAGES	CERTIFICATE NUMBER: 1846370486	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ZLP-71M7281A-21-I5	1/25/2021	1/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA-3L171548-21-15-G	1/25/2021	1/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	Y	Y	CUP-8L683531-21-15	1/25/2021	1/25/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-0K152011	2/23/2021	2/23/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Cyber/Prof Liab Crime/ERISA EPLI			ZPL-15T25780-21-15 107037139 PCD1003697-00	1/25/2021 1/25/2021 3/10/2021	1/25/2022 1/25/2022 3/10/2022	Per Occ Limit 5,000,000 Limit 350,000 Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is additional insured on the above policies if required per a written contract. Waiver of subrogation applies in favor of certificate holder as required per a written contract. All insurance is primary and non contributory.
 The City of College Station, its officials, agents, employees and volunteers are additional insured on the above general liability and auto liability policies as required per a written contract, and a waiver of subrogation applies in favor of same. All insurance is primary and non contributory. 30 day notice of cancellation notice shall apply. Endorsements attached for review. State of Texas is covered on the above workers' compensation and see attached section 3A of the policy indicating same.

CERTIFICATE HOLDER City of College Station ATTN: Risk Management 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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One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
INSTRUMENT MANUFACTURING FOR MEASURING A
COMMON POLICY DECLARATIONS

ISSUE DATE: 12/22/20

POLICY NUMBER: BA-3L171548-21-I5-G

INSURING COMPANY:
THE PHOENIX INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:

IVS, INC.
DBA ANGELTRAX
119 S WOODBURN DR
DOTHAN AL 36305

2. POLICY PERIOD: From 01/25/21 to 01/25/22 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

Premises	Bldg.		
Loc. No.	No.	Occupancy	Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA T0 01 02 15 PHX

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 01 01

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	41,577.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER:

FLOWERS INS AGENCY LLC (JM077)
PO BOX 368
DOTHAN AL 36302

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

POLICY NUMBER: BA-3L171548-21-I5-G

EFFECTIVE DATE: 01/25/2021

ISSUE DATE: 12/22/2020

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS

COMMERCIAL AUTO

CA T0 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 02 02 15	BUSINESS AUTO COVERAGE PART DECLARATIONS (ITEM 3)
CA T0 03 02 15	BUS AUTO COV PART DECLARATIONS-4&5
CA T0 30 02 16	BUSINESS AUTO/MC COV PART-UM SUPPL SCHD
CA T0 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 20 01 10 13	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 21 59 10 13	ALABAMA UNINSURED MOTORISTS COVERAGE
CA 99 03 10 13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 37 10 13	GARAGEKEEPERS COVERAGE
CA T4 52 02 16	SHORT TERM HIRED AUTO - ADDITIONAL INSURED AND LOSS PAYEE
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA T3 53 02 15	BUSINESS AUTO EXTENSION ENDORSEMENT
CA T8 01 01 21	IL T4 05 03 11-DESIGNATED ENTI

INTERLINE ENDORSEMENTS

IL T4 05 05 19	DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL T0 10 12 86	LENDER'S CERTIFICATE OF INSURANCE - FORM A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and**
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your**

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



One Tower Square, Hartford, Connecticut 06183
Telephone: 1-800-328-2189

COMMON POLICY DECLARATIONS

POLICY NUMBER: ZLP-71M7281A-21-I5

ISSUE DATE: 12/22/20

INSURING COMPANY: TRAVELERS PROP CASUALTY CO OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

IVS, INC.
119 S. WOODBURN

DOTHAN , AL 36305

2. POLICY PERIOD: From 01/25/21 to 01/25/22 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

Premises Loc. No.	Bldg. No.	Occupancy	Address (same as Mailing Address unless specified otherwise)
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SEE IL T0 03.

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

DELUXE PROPERTY COVERAGE PART DECLARATIONS	DX T0 00
COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS	CG T0 01
EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS	CG T0 09

5. NUMBERS OF INTERLINE FORMS AND ENDORSEMENTS FORMING PART OF THIS POLICY:

SEE IL T8 01.

6 SUPPLEMENTAL POLICIES:

Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company
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7. PREMIUM SUMMARY:

Provisional Premium	\$SEE
Due at Inception	\$DELIVERY
Due Each	\$INVOICE

NAME AND ADDRESS OF AGENT OR BROKER

FLOWERS INS AGENCY LLC
P.O. BOX 368
DOTHAN AL 36302-1225

COUNTERSIGNED BY:

Authorized Representative

Date: _____

POLICY NUMBER: ZLP-71M7281A-21-I5**EFFECTIVE DATE:** 01/25/21**ISSUE DATE:** 12/22/20

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

This listing shows the number of forms, schedules and endorsements by line of business.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T3 18 05 11	COMMON POLICY CONDITIONS - DELUXE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL F0 09 04 15	ALABAMA CHANGES - ACTUAL CASH VALUE
IL T4 00 05 19	DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US
IL T4 05 05 19	DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 12 03 15	AMENDMENT OF COMMON POLICY CONDITIONS-PROHIBITED COVERAGE UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS
IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 40 10 20	PROTECTION OF PROPERTY
IL T8 03 08 09	GENERAL PURPOSE ENDORSEMENT

PROPERTY

DX T0 00 11 12	DELUXE PROPERTY COVERAGE PART DECLARATIONS
DX 00 01 07 94	MORTGAGE HOLDER SCHEDULE
DX 00 04 11 12	TABLE OF CONTENTS
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
DX T4 15 11 12	CRIME ADDITIONAL COVERAGES
DX T4 16 11 12	TECHNOLOGY INDUSTRY DIRECT DAMAGE AND CAUSE OF LOSS EXTENSIONS
DX T4 17 11 12	TECHNOLOGY INDUSTRY BUSINESS INCOME AND EXTRA EXPENSE EXTENSIONS
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
DX 01 92 11 12	ALABAMA CHANGES
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION ENDORSEMENT

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
CG T0 34 02 19	TABLE OF CONTENTS COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG T0 09 09 93	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG D4 37 02 19	AMENDMENT OF COVERAGE B - LIMITED PERSONAL AND ADVERTISING INJURY LIABILITY - TECHNOLOGY

CG D2 03 12 97	AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY AND NON CUMULATION OF PERSONAL & ADVERTISING INJURY LIM
CG D4 17 02 19	XTEND ENDORSEMENT FOR TECHNOLOGY
CG D4 21 07 08	AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FORDAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED
CG D1 42 02 19	EXCLUSION - DISCRIMINATION
CG T3 23 08 11	EXCLUSION - AIRCRAFT PRODUCTS AND GROUNDING
CG T0 43 01 16	TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG D2 46 04 19	BLANKET ADDITIONAL INSURED (INCLUDES PRODUCTS-COMPLETED OPERATIONS IF REQUIRED BY CONTRACT)
CG D3 21 01 04	TOTAL GENERAL AGGREGATE LIMIT DESIGNATED PROJECT(S) - GENERAL AGGREGATE LIMIT
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Non-Owned Watercraft - 75 Feet Long Or Less</p> <p>B. Who Is An Insured - Unnamed Subsidiaries</p> <p>C. Who Is An Insured - Employees - Supervisory Positions</p> <p>D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured - Broad Form Vendors</p> | <p>H. Blanket Additional Insured - Controlling Interest</p> <p>I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments - Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability - Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II - WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION -
EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT
APPLIES ONLY TO NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph (2) of Exclusion **b.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. The following replaces the beginning of Paragraph **2.**, and Paragraphs **2.a.**, **b.**, **c.**, **d.** and **e.**, of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:
 2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by you;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;
 - e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and
3. The following replaces the last sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

 - a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
 - b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – DISCRIMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Discrimination
"Bodily injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.
2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:
Discrimination
"Personal injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT PRODUCTS AND GROUNDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of either **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, whichever section is included in the Coverage Part:

Aircraft Products And Grounding

"Bodily injury" or "property damage" included within the "products-completed operations hazard" and arising out of any "aircraft product" or the "grounding" of any aircraft.

2. The following is added to the **DEFINITIONS** Section:

"Aircraft product" means:

- a. Aircraft, including missile or spacecraft, and any ground support or control equipment used with any aircraft, missile or spacecraft;
- b. Any of "your products" manufactured for, used in connection with, or incorporated into aircraft, aircraft parts, aircraft equipment or aircraft accessories, including ground handling tools and equipment;
- c. Any of "your products" used for the purpose of guidance, navigation or direction of aircraft, whether an aircraft is in flight or on the ground; or

- d. Training aids, navigation charts, navigation aids, manuals, blueprints, engineering or other data or advice, services and labor relating to such aircraft or products.

"Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the actual, alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof:

- a. Sold, handled or distributed by the insured; or
- b. Manufactured, assembled or processed by any other person or organization:

- (1) According to specifications, plans, suggestions, orders or drawings of the insured; or

- (2) With tools, machinery or other equipment furnished to such persons or organizations by the insured;

whether such aircraft so withdrawn or restricted are owned or operated by the same or different persons or organizations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III - Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive

COMMERCIAL GENERAL LIABILITY

written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover

such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** - Commercial General Liability Conditions.



One Tower Square, Hartford, Connecticut 06183

**EMPLOYEE BENEFITS LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: ZLP-71M7281A-21-I5
ISSUE DATE: 12/22/20

INSURING COMPANY: TRAVELERS PROP CASUALTY CO OF AMERICA

DECLARATIONS PERIOD: From 01/25/21 to 01/25/22 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Employee Benefits Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE

**Employee Benefits Liability
Coverage Form**

Limits of Insurance

Aggregate Limit	\$3,000,000
Each Employee Limit	\$1,000,000

2. AUDIT PERIOD: ANNUAL

3. FORM OF BUSINESS: CORPORATION

4. RETROACTIVE DATE:

This insurance does not apply to negligent acts, errors or omissions which occurred before the Retroactive Date, if any shown below.

Retroactive Date: 01/25/2016

5. EMPLOYEE BENEFIT PROGRAMS OTHER THAN THOSE LISTED IN SECTION VII – DEFINITIONS:

6. DEDUCTIBLE:

\$NONE EACH EMPLOYEE

7. PREMIUM COMPUTATION:

Estimated No. of Employees	Rate Per Employee	Estimated Premium	Minimum Premium
50		\$300	\$300

8. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENT FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

SEE IL T8 01.

PRODUCER: FLOWERS INS AGENCY LLC

OFFICE: TAMPA

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

II - Who Is An Insured,
except when Paragraph **d.**
below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

POLICY NUMBER: UB-0K152011-21-I5-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

June 24, 2021

Item No. 8.4.

Purchase of New City Hall Hardware and Installation of Hardware.

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a service contract to purchase and install network hardware for the new City Hall from the Personal Computer Store dba Avinext not-to-exceed \$256,788.

Relationship to Strategic Goals:

- Financial Sustainability

Recommendation(s): Staff respectfully recommends approval to the General Service Contract with The Personal Computer Store dba Avinext.

Summary: The Personal Computer dba Avinext is a DIR contractor for the sale of computer equipment and services. DIR is a purchasing cooperative for public agencies. All products and services available for purchase through DIR contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bid or proposals.

Budget & Financial Summary: Funds are available and budgeted in the New City Hall project.

Attachments:

1. 21300561 - BW



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300561 PROJECT#: GG1801 BID/RFP/RFQ#: _____

Project Name / Contract Description: Purchase of Hardware with Installation for the
New City Hall (DIR-TSO-4160)

Name of Contractor: The Personal Computer Store, Inc. dba Avinext

CONTRACT TOTAL VALUE: \$ 256,788.00

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)

This will be funded in the project for City Hall (GG1801) The City will be using DIR Contract # DIR-TSO-4160 for the purchase and installation of network hardware for the new City Hall.

CRC Approval Date*: N/A (If required)* Council Approval Date*: 6/24/21 Agenda Item No*: _____

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

Insurance Certificates: _____ Performance Bond: BW Payment Bond: BW Info Tech: _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

CITY OF COLLEGE STATION GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and **The Personal Computer Store, Inc. dba Avinext** (the “Contractor”), for the following work: purchase and installation of hardware at City Hall
as described in the Scope of Services attached as **Exhibit “A”**.

ARTICLE I PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Two Hundred Fifty-Six Thousand Seven Hundred Eighty-Eight **and 00** /100 **Dollars (\$ 256,788.00)**.

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

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

☒ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates: 2 weeks after all hardware has been received and owner . responsibilities (i.e. 'Assumptions') as detailed in the scope of work are met.

OR

☐ **1.04 Term.** The initial term of the Contract 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.

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

ARTICLE II CHANGE ORDERS

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

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

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV INSURANCE

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

4.02 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are as set forth below. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit C**.

During the term of this Contract, the Contractor's insurance policies shall meet the minimum requirements of this section:

4.03 Types. Contractor shall have the following types of insurance:

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

4.04 General Requirements Applicable to All Policies. The following General requirements applicable to all policies:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Contract; shall be attached to this Contract as Exhibit C; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Contract. 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.

4.05 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.

4.06 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.

4.07 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 V INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of the work done by the Contractor under this Contract pursuant to the Scope of Services set out in Exhibit "A". 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 (or any other party indemnified hereunder or any third party) in relation to the hiring of Contractor. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, or arising out of the Contractor's work to be performed hereunder pursuant to the Scope of Services set out in Exhibit "A". This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release or hold harmless provisions other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.02 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the services

performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the date of termination.

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

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

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

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

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

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

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

Contractor and City agree and understand that City is a political subdivision of the State of Texas, and as such is subject to certain laws that may conflict with some or all of the documents provided by Contractor as presented and/or as modified, including exhibits hereto. In such event, the applicable law shall apply and the terms of this document shall prevail and not any exhibits provided by Contractor. In the event of a conflict between the terms and conditions of this Agreement with

one or more of the terms and conditions of the exhibits hereto, the provisions of this Agreement and not the conflicting exhibit shall prevail. It is expressly understood and agreed that no other consideration is being provided by City to Contractor other than the monetary amount referenced elsewhere in this Agreement in conjunction with any schedules attached hereto; that there shall be no waivers of immunity, no limitations of remedies, and no modifications of the terms of the Contract other than as allowed in the section setting forth how this Agreement may be modified or otherwise amended or changed.

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

6.12 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

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

City of College Station

Attn: Dan Merkel

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

dmerkel @cstx.gov

The Personal Computer Store, Inc.

dba Avinext

Attn: John Crockett

1400 University Drive East

College Station, TX 77840

crockett@avinext.com

6.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

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

6.17 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

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

**THE PERSONAL COMPUTER STORE,
INC. dba AVINEXT**

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

See Attached Scope of Work.

May 20, 2021

Scope of Work

City of College Station New City Hall Network Hardware Installation

Objective

Install and configure wired and wireless network equipment into the New City Hall providing seamless integration with the City's current network infrastructure.

Project Logistics and Task List

Configure, install and test Aruba 8325 with routing, spanning tree and VLANS for data, voice, camera and AV for internal and external communications in MDF.

Configure, install and test Aruba 6405 for server and ILO access, spanning tree and VLANS for data, voice, camera and AV for internal and external communications in MDF.

Configure, install and test Aruba 6410 for spanning tree and VLANS for data, voice, camera and AV for internal and external communications in IDF1.

Configure, install and test Aruba 6405 for spanning tree and VLANS for data, voice, camera and AV for internal and external communications in Council Chambers.

Configure, install and test Aruba 6410 for spanning tree and VLANS for data, voice, camera and AV for internal and external communications in IDF2.

Configure, install and test Aruba 6410 for spanning tree and VLANS for data, voice, camera and AV for internal and external communications in IDF3.

Configure, install and test 30 Aruba 515 APs where specified on plans.

Assumptions

Adequate secure rack or shelf space provided to install equipment prior to Avinext deployment.

Adequate power provided where equipment will be installed prior to Avinext deployment.

Adequate environmental conditions where the equipment will be installed prior to Avinext deployment.

Copper and fiber patch cables placed for Avinext use to connect equipment as necessary prior to Avinext deployment.

EXHIBIT B
PAYMENT SCHEDULE

☐ The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

☒ Payment is a fixed fee in the amount named in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule named below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

See attached quotes for the New City Hall Hardware and Installation



AV SAVVY. NETWORK SMART.

Formerly MicroAge College Station

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

Here is the quote you requested.

Quotation

Quote #	Date
189875-F	05/25/21
Sales Rep	
Robert Orzabal 979-846-9727 Ext. 220 orzabal@avinext.com	

For	Phones			
Dan Merkel City of College Station 310 Krenek Tap Road College Station, TX 77842 United States	(979) 764-3498			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	6/20/2021	

Description	Qty	Price	Ext. Price
1 New City Hall Hardware			
2 MDF			
3 ARUBA 8325-48Y8C FB 6 F 2 PS BDL	1	\$13,231.00	\$13,231.00
4 ARUBA X472 2-POST RACK KIT	1	\$33.00	\$33.00
5 ARUBA 1G SFP RJ45 T 100M CAT5E XCVR	1	\$101.00	\$101.00
6 ARUBA 10G SFP+ LC SR 300M MMF XCVR	1	\$376.00	\$376.00
7 ARUBA 10G SFP+ LC LR 10KM SMF XCVR	6	\$1,011.00	\$6,066.00
8 HP X142 40G QSFP+ LC LR4 SM TRANSCEIVER	2	\$3,292.00	\$6,584.00
9 ARUBA 40G QSFP+ LC ER4 40KM SMF XCVR	2	\$7,572.00	\$15,144.00
10 ARUBA 25G SFP28 TO SFP28 3M DAC CABLE	4	\$216.00	\$864.00
11 MDF Servers and iLO			
12 ARUBA 6405 SWCH	1	\$4,656.00	\$4,656.00
13 ARUBA 6400 1800W PS/C16 ACCESSORY	4	\$862.00	\$3,448.00
14 ARUBA 6400 24P SFP+ 4SFP56 MOD	1	\$8,622.00	\$8,622.00
15 ARUBA 6400 48P 1GBE CL4 POE MOD	2	\$3,104.00	\$6,208.00
16 ARUBA 10G SFP+ LC SR 300M MMF XCVR	1	\$376.00	\$376.00
17 IDF1			
18 ARUBA 6410 SWCH	1	\$8,105.00	\$8,105.00
19 ARUBA 6400 1800W PS/C16 ACCESSORY	4	\$862.00	\$3,448.00
20 ARUBA 6400 48P 1GBE CL4 POE 4SFP56 MOD	1	\$3,449.00	\$3,449.00
21 ARUBA 6400 48P 1GBE CL4 POE MOD	7	\$3,104.00	\$21,728.00
22 ARUBA 10G SFP+ LC LR 10KM SMF XCVR	1	\$1,011.00	\$1,011.00
23 Council Chambers			
24 Use switch that was supposed to go in LJR Library			
25 ARUBA 6400 1800W PS/C16 ACCESSORY	2	\$862.00	\$1,724.00

	Description	Qty	Price	Ext. Price
26	ARUBA 6400 12P 40G/100G QSFP28 MOD	1	\$17,933.00	\$17,933.00
27	ARUBA 10G SFP+ LC LR 10KM SMF XCVR	1	\$1,011.00	\$1,011.00
28	IDF2			
29	ARUBA 6410 SWCH	1	\$8,105.00	\$8,105.00
30	ARUBA 6400 1800W PS/C16 ACCESSORY	4	\$862.00	\$3,448.00
31	ARUBA 6400 48P 1GBE CL4 POE 4SFP56 MOD	1	\$3,449.00	\$3,449.00
32	ARUBA 6400 48P 1GBE CL4 POE MOD	9	\$3,104.00	\$27,936.00
33	ARUBA 10G SFP+ LC LR 10KM SMF XCVR	1	\$1,011.00	\$1,011.00
34	IDF3			
35	ARUBA 6410 SWCH	1	\$8,105.00	\$8,105.00
36	ARUBA 6400 1800W PS/C16 ACCESSORY	4	\$862.00	\$3,448.00
37	ARUBA 6400 48P 1GBE CL4 POE 4SFP56 MOD	1	\$3,449.00	\$3,449.00
38	ARUBA 6400 48P 1GBE CL4 POE MOD	7	\$3,104.00	\$21,728.00
39	ARUBA 10G SFP+ LC LR 10KM SMF XCVR	1	\$1,011.00	\$1,011.00
40	Wireless			
41	ARUBA AP-515 (US) UNIFIED AP	30	\$692.00	\$20,760.00
42	AP-MNT-B AP MOUNT BRACKET INDIVIDUAL B	25	\$14.00	\$350.00
43	AP-MNT-D AP MOUNT BRACKET INDIVIDUAL D	5	\$16.00	\$80.00
44	ARUBA CNTRLR PER AP CAPACITY LIC E-LTU	30	\$35.00	\$1,050.00
45	ARUBA CNTRLR PER AP PEF LIC E-LTU	30	\$35.00	\$1,050.00
46	ARUBA CNTRLR PER AP RFPROTECT LIC E-LTU	30	\$35.00	\$1,050.00
47	ARUBA MM-VA-500 MOB MSTR SW E-LTU	1	\$0.00	\$0.00
48	ARUBA 5Y FC 24X7 MM-VA-500 ELTU SVC	1	\$0.00	\$0.00
49				
50	Hewlett Packard Enterprise DIR-TSO-4160 Contract	1	\$0.00	\$0.00

SubTotal	\$230,148.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$230,148.00

Please contact me if I can be of further assistance.

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE TO THREE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



AV SAVVY. NETWORK SMART.

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Here is the quote you requested.

Quotation

Quote #	Date
190092-B	05/20/21
Sales Rep	
Robert Orzabal 979-846-9727 Ext. 220 orzabal@avinext.com	

For	Phones			
Dan Merkel City of College Station 310 Krenek Tap Road College Station, TX 77842 United States	(979) 764-3498			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	6/20/2021	

	Part	Description	Qty	Price	Ext. Price
1		New City Hall - Design, Setup, Configure, Install, Test			
2		New City Hall			\$26,640.00
3		MDF 8325			
4		MDF Servers and iLO			
5		IDF1			
6		Council Chambers			
7		IDF2			
8		IDF3			
9		Wireless			
10	COMDIRIT2	Avinext DIR Educational IT and Service Contract	1	\$0.00	\$0.00
				SubTotal	\$26,640.00
				Sales Tax	\$0.00
				Shipping	\$0.00
				Total	\$26,640.00

Please contact me if I can be of further assistance.

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE TO THREE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 21300561
General Service Contract
The Personal Computer Store, Inc. dba Avinext
Form 06-16-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2021

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

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

PRODUCER Anco Insurance PO Box 3889 Bryan, TX 77805	CONTACT NAME: Judy Payne, CIC	
	PHONE (A/C, No, Ext): (979) 774-6283	FAX (A/C, No): (979) 774-5372
	E-MAIL ADDRESS: paynej@anco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Company Of America	
	INSURER B: Travelers Property Casualty Company Of America	
INSURED The Personal Computer Store Inc. DbA Avinext 1400 University Drive East College Station, TX 77840-2335	NAIC #	
	INSURER C: Farmington Casualty Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

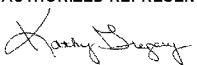
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ZLP41M70477	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA1L88862042	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP3L86690042	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0J58158A42	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional			ZPL21N84899	1/1/2021	1/1/2022	Cyber Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract #20300705. Form CGD417, & CGT100 attached for additional insured on general liability. Form CAT353 for additional insured on auto. Form WC4203 for waiver on work comp. Forms ILT405, CAF085 and WC9906 for cancellation provisions.

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attention: Risk Management P.O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 Q1 (00)

POLICY NUMBER: UB-0J58158A-21-I5-G

**EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US
ENDORSEMENT**

The following modifies the **Cancellation** condition in **PART SIX – CONDITIONS** or in any endorsement forming a part of this policy that amends such condition:

If we cancel or do not renew this policy for any reason other than nonpayment of premium, we will increase the number of days advance notice for cancellation or nonrenewal from the number of days required by applicable law to the number of days shown in the Schedule.

SCHEDULE

NUMBER OF DAYS 30

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 12-28-20

ST ASSIGN:

Page 1 of 1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which

damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is:
 - (a) Chartered with a pilot to any insured;
 - (b) Not owned by any insured; and
 - (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any pre-

arranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6.

of Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or

repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges

any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos,

asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that

person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual

loss of earnings up to \$500 a day because of time off from work.

- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

- (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I - Coverages - Coverage B - Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer

worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to

provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II - Who Is An Insured.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a

partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III - Limits Of Insurance** or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III - Limits of Insurance** applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is insurance for "premises damage";
 - (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
 - (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II - Who Is An Insured**, except when Paragraph d. below applies; or
 - (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section

II - Who Is An Insured,
except when Paragraph **d.**
below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. **We will compute all premiums for** this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

- a. Means injury caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

- (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

- (a) Appropriates a person's name, voice, photograph or likeness; or

- (b) Unreasonably places a person in a false light; or

- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
- 14. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15. "Loading or unloading"** means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or

- (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I - Coverage A - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and

arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the

time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Non-Owned Watercraft - 75 Feet Long Or Less</p> <p>B. Who Is An Insured - Unnamed Subsidiaries</p> <p>C. Who Is An Insured - Employees - Supervisory Positions</p> <p>D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured - Broad Form Vendors</p> | <p>H. Blanket Additional Insured - Controlling Interest</p> <p>I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments - Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability - Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2. of SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e. of SECTION II - WHO IS AN INSURED:**

- e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II - WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

1. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

PROVISIONS:

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

CC: 000 D689
* M: 04 I: 000 T: 001
2825
* 4 C O O 2 41M70477

POLICY NUMBER: ZLP-41M70477-21-I5

ISSUE DATE: 12/28/20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation:

Number of Days Notice: 30

Person or organization:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

Address:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) - 001

POLICY NUMBER: UB-0J58158A-21-I5-G

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: \$ SEE SCHEDULE

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 12-28-20

ST ASSIGN:

Page 1 of 1

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June 24, 2021

Item No. 8.5.

Holleman Drive W at Jones Butler Rd Roundabout Design

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a professional services contract with Kimley-Horn and Associates for the Holleman Drive West at Jones Butler Road roundabout project in the amount of \$201,900 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: This project includes the construction of a new roundabout at the intersection of Holleman Drive West and Jones Butler Street. During a 2016 analysis, College Station Traffic Engineering found that this intersection meets traffic signal warrants within the Texas Manual on Uniform Traffic Control Devices. The intersection ranks 6th out of 14 intersections that meet at least one warrant, and this intersection is ranked 2nd for streets maintained only by the City of College Station (i.e. non-TxDOT roads). Traffic engineering recommends the construction of a roundabout instead of a traffic signal at this location in order to obtain the same mobility benefits without the continuing maintenance costs of a traffic signal.

Budget & Financial Summary: Budget in the amount of \$605,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$1,335 has been expended or committed to date, leaving a balance of \$603,665 for this design contract and future construction.

The “Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt” is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. Project Location Map
2. ST2102 DRR (6-24-2021)
3. 20210421_HollemanandJonesandButlerRoundaboutExhibitAandB

Project Location Map
Holleman Drive W at Jones Butler Rd
Roundabout

Legend

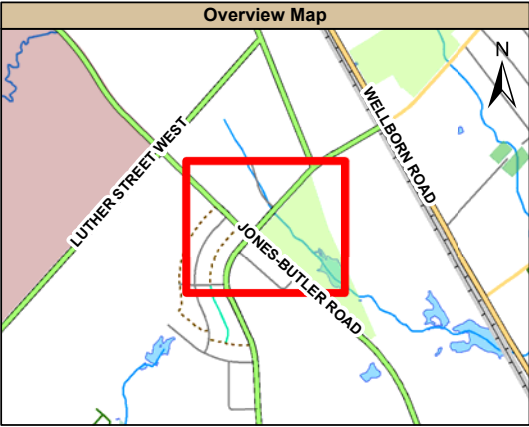
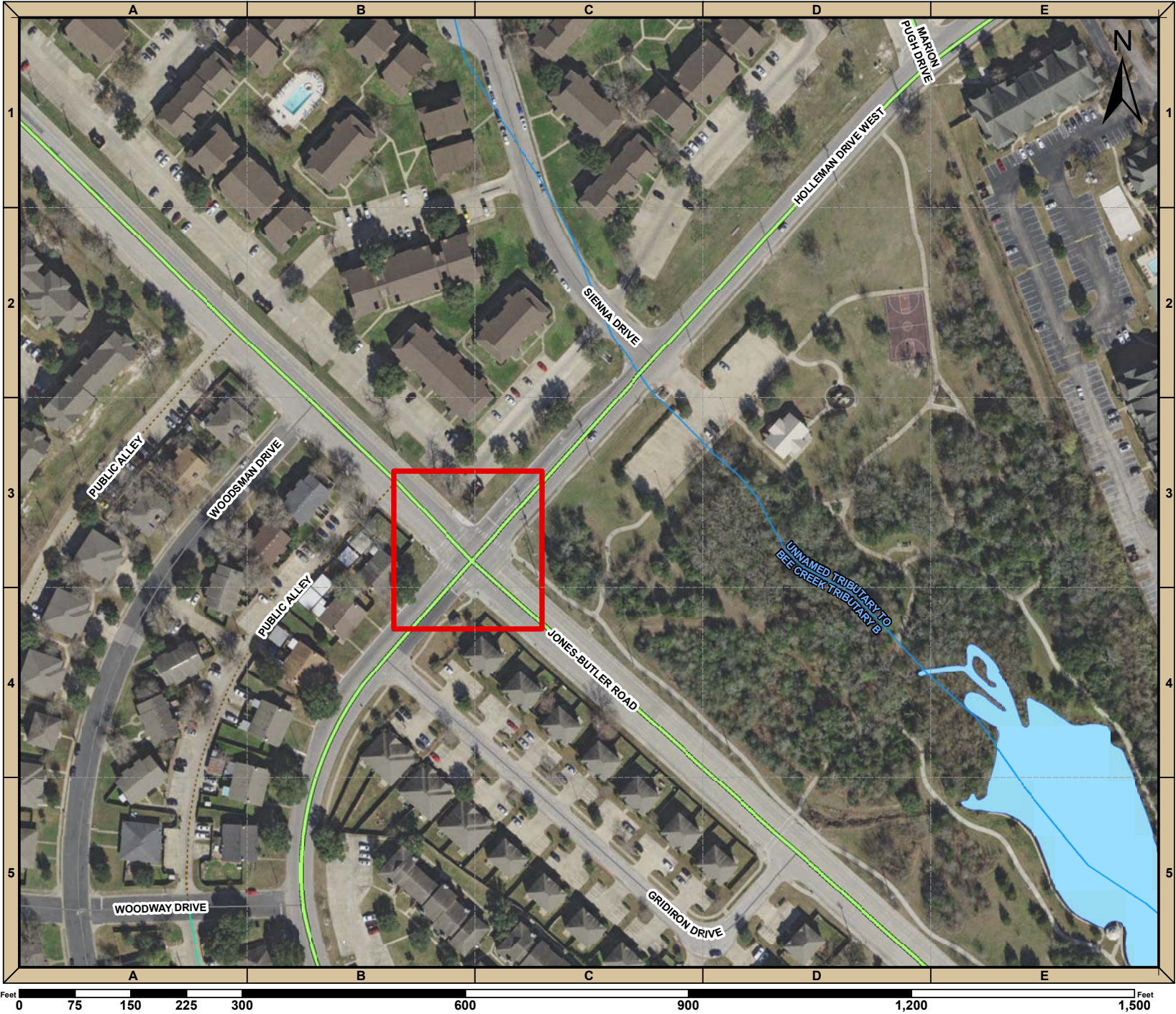
Streets

Functional Classification

- MAJOR COLLECTOR
- LOCAL STREET
- ALLEY
- ACCESS ROADS

Rivers

Water Features



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

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$605,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 24th DAY OF June, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'MPG' followed by a long horizontal stroke.

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Holleman Drive W at Jones Butler Road Roundabout (\$605,000)

This project includes the construction of a new roundabout at the intersection of Holleman Drive West and Jones Butler Street. During a 2016 analysis, College Station Traffic Engineering found that this intersection meets traffic signal warrants within the Texas Manual on Uniform Traffic Control Devices. The intersection ranks 6th out of 14 intersections that meet at least one warrant and this intersection is ranked 2nd for streets maintained only by the City of College Station (i.e. non-TxDOT roads). Traffic engineering recommends the construction of a roundabout instead of a traffic signal at this location in order to obtain the same mobility benefits without the continuing maintenance costs of a traffic signal.

EXHIBIT "A"
SCOPE OF SERVICES
HOLLEMAN DRIVE WEST AT JONES BUTLER ROUNDABOUT

Kimley-Horn and Associates, Inc. (the "Consultant") is pleased to submit this Scope of Services to the City of College Station (the "City") to provide professional services for the above referenced project. Our project understanding and scope of services are below.

PROJECT UNDERSTANDING

The project involves the design of a single lane roundabout at the intersection of Jones Butler Road and Holleman Drive West. The existing pavement will remain, and the proposed improvements will consist of widening the existing pavement at the intersection and modifying the curb radius as necessary to construct the roundabout. The project will also include and sidewalk pavement within the limits of the roundabout, storm drain modifications, minor water and sanitary sewer adjustments, and street lighting.

Basis of Scope and Fee Development

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

1. Prior to initiating preliminary engineering, City shall provide Consultant record drawings and utility maps for its existing facilities (storm drainage, potable water and sanitary sewer) within and along the project corridor.
2. City shall acquire any right-of-way or easements required.
3. Electrical and franchise utility relocation design is not included.

SCOPE OF SERVICES

Consultant offers the following Scope of Services based upon what we currently anticipate may be required. Design tasks are defined below for the type of work that is anticipated.

TASK SUMMARY

1. Project Management

- 1.1. Plan and participate in a Project Kickoff Meeting with City staff to confirm project scope, personnel, lines of communication, and schedule.
- 1.2. Project Status Meetings
 - 1.2.1 Conduct up to four (4) virtual review meetings with the City; kickoff meeting, one (1) at 30%, one (1) at 60%, and one (1) at 90%.
 - 1.2.2 Conduct up to six (6) virtual progress meetings.
 - 1.2.3 Prepare agendas and attendance log for meetings; minutes, including discussion and action items for review and distribution.
- 1.3. Prepare and e-mail monthly progress reports to the project team (City PM and Consultant's Staff).
- 1.4. Project Administration
 - 1.4.1 Prepare project correspondence.
 - 1.4.2 Prepare invoicing documents.
 - 1.4.3 Maintain and update project schedule.
- 1.5. Quality Assurance/Quality Control (QA/QC)
 - 1.5.1 Establish quality control procedures for the project.
 - 1.5.2 Assign QA/QC Manager and Peer Review roles.
 - 1.5.3 Perform quality control reviews for the following submittals:
 - Intersection Capacity Analysis
 - Conceptual Design
 - 60% Design Submittal

- 90% Design Submittal
- Bid Document Submittal

2. Public Involvement

- 2.1. Prepare two (2) video presentations to be hosted on the City website to obtain public input. The videos will be no longer than thirty minutes (30) in length.
 - 2.1.1 Videos will be prepared for the following milestones:
 - Conceptual design
 - After final bid document submittal or prior to start of construction
- 2.2. Address up to one (1) round of comments from the City on each video presentation prior to uploading to the website.
- 2.3. Review comments from public input period and discuss with City after each milestone.
- 2.4. Assist City with issuing responses to public input for each milestone.

3. Preliminary Investigation

- 3.1. Data Collection and Record Research

Consultant shall request all available record information along the proposed intersection from the City, franchise utilities and other agencies with facilities within the project corridor.

 - 3.1.1 Gather existing survey and topographic data.
 - 3.1.2 Gather existing aerial photographs.
 - 3.1.3 Gather existing water, sanitary sewer and storm sewer record drawings.
 - 3.1.4 Gather existing and proposed paving, utility and development plans from City, and franchise utilities.
 - 3.1.5 Gather existing development plans.
 - 3.1.6 Gather existing plat information.
 - 3.1.7 Collect property owner and record information.
 - 3.1.8 Gather existing right-of-way and easement information.
 - 3.1.9 Gather existing franchise utility record information.
 - 3.1.10 Organize record information into project database.
 - 3.1.11 City Maps – Bike, MTP, etc.
 - 3.1.12 Traffic model data
- 3.2. Site Conditions Review
 - 3.2.1 Walk project intersection.
 - 3.2.2 Document with photographs.
 - 3.2.3 Identify potential observable, above ground conflicts and issues.

4. Design Survey

- 4.1. Utility and Property Owner Coordination
 - 4.1.1 Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - 4.1.2 Prepare a notification to residents regarding survey of right-of-way and driveways on private property.
- 4.2. Topographic Survey
 - 4.2.1 The limits of the survey shall be as follows:
 - Approximately 400 linear feet in each side of the intersection.
 - 4.2.2 Set control points (X,Y,Z) on the ground based on City monumentation.
 - 4.2.3 Prepare topographic design survey of the right-of-way showing existing visible elements and cross-sections at 50-foot intervals and major breaks.
 - 4.2.4 Survey existing driveways outside right-of-way limits for grade tie in elevations.
 - 4.2.5 Survey flow lines of sanitary and storm manholes and storm culverts.
 - 4.2.6 Prepare a final topographic drawing in digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information in accordance with the City Mapping Requirements dated May 2010, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

5. Subsurface Utility Engineering

- 5.1. Quality Level D (QL-D) Record Research.
 - 5.1.1 Quality Level D. Research and draw all known public and private utilities onto a topographical or planimetric drawing.
 - 5.1.2 The limits of Quality Level D are the same as in Task 4.2.1
- 5.2. Quality Level C Surface Feature Survey
 - 5.2.1 Quality Level C (QL-C) Surface Feature Survey is the horizontal / vertical location and identification of visible utility surface features taken from a topographic drawing or other provided survey data of the project area. This information is put in the same utility map created as part of the Quality Level D work. In this process, the Quality Level D utility line work is adjusted to align with the surface features (connecting the dots). All data is tied to the survey project control.
 - 5.2.2 The limits of Quality Level C are the same as in Task 4.2.1
- 5.3. Quality Level B Designation
 - 5.3.1 Quality Level B. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references.
 - 5.3.2 The limits of Level B SUE is based upon 200 linear feet in each direction at the intersection.

6. Geotechnical Investigation

- 6.1. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine and characterize subsurface conditions and make recommendations regarding subgrade preparation, pavement design guidelines, backfill, embedment, compaction and conditions related to groundwater control. The geotechnical analysis shall include the following:
 - 6.1.1 Subsurface exploration including 2 borings to a depth of 10 feet and 2 pavement cores.
 - 6.1.2 Laboratory tests for classification purposes and strength characteristics.
 - 6.1.3 Engineering services that address soil and groundwater conditions as well as recommendations for paving, bedding, and earthwork.
- 6.2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Two (2) hard copies and one electronic copy of the report will be provided by the geotechnical engineer. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

7. Intersection Capacity Analysis

- 7.1. *Study Scenarios* – Intersection capacity analysis will be performed evaluating approach delay and level of service for the following analysis years:
 - 7.1.1 Existing (2021)
 - The Consultant will collect turning movement counts at the intersection.
 - 7.1.2 Future (2031)
 - The Consultant will grow traffic volumes from those collected in Task 7.1.1 for 10 years at an agreed upon growth rate.
- 7.2. *Alternatives Analysis* – Alternative intersection control will be evaluated for the following control types for the analysis years outlined in Task 8.1:
 - 7.2.1 All-way stop condition (existing conditions)
 - 7.2.2 Traffic signal
 - 7.2.3 Single lane (compact) roundabout
- 7.3. *Technical Memorandum* – The Consultant will summarize the findings in a technical memo:
 - 7.3.1 Existing Year (2021) and Future Year (2031) traffic volumes
 - Future Year (2031) traffic volumes to account for background growth

- 7.3.2 Intersection Capacity Analysis
 - Level of service (average delay) comparisons for each study year and alternative analysis will be compared
- 7.3.3 Conclusions and recommendations based on the analysis

8. Conceptual Roadway and Drainage Design

8.1. Conceptual Design

- 8.1.1 Prepare conceptual design layout of single lane roundabout to fit within the existing right-of-way. The existing pavement will remain and the proposed improvements will consist of widening the existing pavement at the intersection and modifying the curb radius as necessary to construct the roundabout.
- 8.1.2 Consultant will prepare the following Conceptual Plan sheet showing the following elements:
 - Existing right-of-way
 - Existing utilities
 - Proposed curb geometry
 - Proposed hardscaping
 - Sidewalk and curb ramps
 - Proposed pavement markings
 - AutoTURN movement of fire truck and/or bus
 - Fastest path exhibit
 - Documentation of key design decisions
- 8.2. Compile and prepare an opinion of probable construction cost (OPCC), in accordance with AACE standards, for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- 8.3. Conceptual Design Submittal (30%)
 - 8.3.1 Submit one (1) electronic copy of each option to the City for review and comment.
 - 8.3.2 Submittal shall include the following:
 - Conceptual design exhibit.
 - AutoTURN exhibit
 - OPCC in accordance with AACE standards for each alternative.

9. Preliminary Roadway and Drainage Design (60%)

- 9.1. Incorporate and/or respond to the City's conceptual design submittal review comments one (1) round of comments anticipated in proposed effort.
- 9.2. Preliminary Roundabout Design.
 - 9.2.1 Prepare roundabout paving sheet showing pavement widening, curb modifications, truck apron and central island pavement.
 - 9.2.2 Prepare roundabout widening grading sheet. Profiles will not be provided.
 - 9.2.3 Prepare plans for sidewalk and ramp design.
 - 9.2.4 Prepare pavement section detail
 - Preliminary subgrade and pavement design
 - 9.2.5 Preliminary paving details
 - 9.2.6 Traffic Control Concept Plans
 - Prepare traffic control and sequencing narrative
 - Prepare overall phasing map
 - Prepare conceptual traffic control plans showing construction phasing, up to four phases are assumed.

- 9.2.7 Pavement Markings and Signage Plans
 - Prepare pavement markers and striping layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - Prepare details to clarify intent of design
 - Compile applicable City standard details. Modify standard details as needed.
 - Signing layout and design
- 9.3. Preliminary Drainage Design
 - 9.3.1 Develop the project drainage area map.
 - 9.3.2 Compile the hydrological and hydraulic data.
 - 9.3.3 Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
 - 9.3.4 Site verification of preliminary design.
 - 9.3.5 Analyze the existing drainage system to determine if modifications are needed to accommodate the proposed roundabout configuration. It is assumed that the existing storm system will remain, and modifications will be made as needed for the new geometry.
 - 9.3.6 Prepare a preliminary storm sewer and inlet plan with alignments and sizes.
 - 9.3.7 Prepare preliminary storm sewer profiles with design notes for stationing, size, slope, flow lines, and pipe material.
 - 9.3.8 Storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culvert extensions, headwall modifications and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profiles over pipe connections to existing or proposed storm sewer systems
- 9.4. Preliminary water and sewer adjustments
 - 9.4.1 Paving plans will show proposed minor City utility adjustments showing fire hydrant, valve, manhole adjustments. Relocations of water line and sanitary sewer line are not included.
- 9.5. Preliminary Plan Preparation
 - 9.5.1 General Sheets (cover sheet, location map, sheet index, general notes, list of abbreviations, and legend).
 - 9.5.2 Project Control.
 - 9.5.3 Standard Details.
 - 9.5.4 Temporary Erosion Control.
 - 9.5.5 Removals.
- 9.6. Preliminary Roundabout Sheets
 - 9.6.1 Paving plan layout sheets
 - 9.6.2 Pavement marking and signing sheets
 - 9.6.3 Grading sheets
- 9.7. Preliminary design submittal (60%)
 - 9.7.1 Submit electronic copy to the City for review and comment. Submittal shall include preliminary design plans which will consist of:
 - Cover sheet
 - Index sheet
 - General Notes sheets
 - Project Control sheet
 - Right-of-way strip map
 - Preliminary removal sheets
 - Preliminary roundabout plan sheet
 - Preliminary storm drain plan layout sheets
 - Preliminary drainage area map and runoff calculations
 - Preliminary pavement marking and signage sheets
 - Preliminary traffic control sheets

- Preliminary erosion control sheets
 - Illumination sheets
 - OPCC
- 9.8. Compile and prepare an updated OPCC, in accordance with AACE standards, for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.

10. Final Roadway and Drainage Design

- 10.1. Incorporate and/or respond to the City's preliminary design submittal review comments one (1) round of comments anticipated in proposed effort.
- 10.2. Prepare final general notes and details.
- 10.3. Prepare final special technical specifications.
- 10.4. Prepare updated OPCC in accordance with AACE standards.
- 10.5. Final design submittal (90%)
- 10.5.1 Submit electronic copy to the City for review and comment.
- 10.5.2 Submittal shall consist of the following:
- Final design plans of the sheets listed in Task 9
 - Roundabout Grading Sheets – includes cross slopes every 25' and contour information for the proposed paving, roundabout, central island, sidewalk, and parkway
 - Special provisions, bid tab and technical specifications (for inclusion into the standard contract documents prepared by the City).
 - OPCC in accordance with AACE standards.
- 10.6. TDLR Submittal Preparation
- 10.6.1 The Consultant will assist the City with submittal of the project to a Registered Accessibility Specialist. The Consultant will provide the City with one (1) full size set of plans and a completed project registration and submittal form.
- 10.7. Incorporate the final design (90%) submittal review comments. One (1) round of comments is anticipated in proposed effort.
- 10.8. Bid Document Submittal (100%)
- 10.8.1 The Consultant will prepare one bid package.
- 10.8.2 Submit the following signed, sealed and dated final construction drawings, special provisions, bid form (in excel format) and specifications:
- One (1) – copy of final design submittal in electronic PDF format.

11. Illumination

- 11.1. Preliminary Design
- 11.1.1 Prepare plan layout of foundations, conduit, wiring, electrical services, and pole/arm/fixtures. It is assumed standard spacing in accordance with City requirements will be used and a photometric analysis will not be performed.
- 11.1.2 Compile applicable details and specifications.
- 11.1.3 Coordinate with CSU for design criteria
- 11.1.4 Compile and prepare an updated OPCC, in accordance with AACE standards, for the street lighting using recent average unit bid prices which are representative of similar types of construction in the local area.
- 11.2. Final Design
- 11.2.1 Prepare final plan layout of foundations, conduit, wiring, electrical services, and pole/arm/fixtures.
- 11.2.2 Complete conduit and cable charts.
- 11.2.3 Coordinate power source.
- 11.2.4 Attend one (1) site visit with CSU staff.
- 11.2.5 Compile applicable details and specifications.
- 11.2.6 Compile and prepare an updated OPCC, in accordance with AACE standards, for the street lighting using recent average unit bid prices which are representative of similar

types of construction in the local area.

12. Franchise Utility Line Coordination

- 12.1. Send one set of plans to the City to distribute to each franchise utility for their review.
- 12.2. Prepare exhibits as needed for coordination with franchise utility companies.

13. Right-of-Way and Easement Documents

- 13.1. Prepare up to three (3) right of way or easement instruments
 - 13.1.1 Individual parcel exhibits will be on 8 ½"x11" paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:
 - Parcel number
 - Area required
 - Area remaining
 - Legal description
 - Current owner
 - Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
 - All physical features
 - Metes and bounds description of parcel to be acquired. The description will be provided on a separate sheet from the exhibit. Each type of easement will be described separately.

14. Bidding Phase Services

- 14.1. Provide assistance to the City during bidding by preparation and delivery of addenda for plan holders and responses to questions submitted by plan holders.
- 14.2. Attend a scheduled pre-bid conference.
- 14.3. Attend bid opening.

15. Construction Phase Services

The scope of services listed below may or may not be performed as part of our construction phase services. The Consultant's role during construction is limited and services are only provided upon request of the City. The budgeted fee for this task is based upon approximately 50 hours of labor. Additional services beyond the hours budgeted will be an additional service outside the scope of this contract.

- 15.1. Pre-Construction Conference
 - 15.1.1 Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- 15.2. Visits to Site and Observation of Construction (maximum of 8 site visits)
 - 15.2.1 The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 15.3. Recommendations with Respect to Defective Work
 - 15.3.1 Consultant will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, Consultant believes that such

work will not produce a completed Project that conforms generally to Contract Documents.

15.4. Clarifications and Interpretation

15.4.1 Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

15.5. Change Orders

15.5.1 Consultant may recommend Change Orders to City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

15.6. Shop Drawings and Samples

15.6.1 Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

15.7. Substitutes and "or-equal"

15.7.1 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

15.8. Inspections and Tests

15.8.1 Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

15.9. Disagreements between City and Contractor

15.9.1 Consultant will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith.

15.10. Applications for Payment

15.10.1 Review of applications for payment are not included in this scope.

15.11. Substantial Completion

15.11.1 Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

15.12. Final Notice of Acceptability of the Work

15.12.1 Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant. Consultant will attend one (1) year warranty walk through with Contractor and City at the City's request.

15.13. Limitation of Responsibilities

15.13.1 Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or

furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

16. Construction Material Testing Services Consultant will engage a subconsultant to provide construction material testing services for the project during construction.

16.1. Earthwork Observation and Testing

- 16.1.1 Sample utility backfill, and/or select fill material. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Percent Passing the No. 200 Sieve for classification in accordance with USCS. Recommended one test per 500 cubic yards (or 10,000 square feet) for every one-foot of fill. Prepare and test soil samples for moisture-density relationship.).
- 16.1.2 Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory.
- 16.1.3 Perform stabilization evaluation of subgrade soil for proposed chemically treated paving subgrade.
- 16.1.4 Perform field gradation tests of chemically stabilized subgrade.
- 16.1.5 Observe proof rolling operations of the paving subgrades and perform density tests of the subgrade and base material using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
- 16.1.6 Upon meeting compaction and moisture requirements, perform depth checks of chemically stabilized subgrade.
- 16.1.7 Provide additional testing upon written request and approval by the City.

16.2. Reinforcing Steel Observation and Testing

- 16.2.1 Observe reinforcing steel prior to concrete placement. The subconsultant will observe the rebar size, spacing, and configuration. The subconsultant recommends that they be scheduled a minimum of 24 hours prior to concrete placement.
- 16.2.2 Cast-in-Place Concrete Observations and Testing.
- 16.2.3 Sample and test the fresh concrete for each mix. Perform tests including slump, air content, unit weight, concrete temperature, and cast test specimens (ASTM C31, C138, C143, C172, C173, and C1064). The subconsultant understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens.
- 16.2.4 Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete and 1 set of test cylinders every 100 cubic yards for paving and sidewalk concrete. The subconsultant requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
- 16.2.5 Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1 1/4" or less. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days and one cylinder will be marked for a 56-day HOLD.

16.3. Hot Mix Asphaltic Concrete Pavement Monitoring and Testing

- 16.3.1 Obtain a sample from the field and perform laboratory classification tests including lab molded specimen density, HVEEM stability, maximum theoretical density, asphalt content, and gradation. Tests will be performed in accordance to the Job-Mix Formula (JMF) of the HMA. The subconsultant requests that the JMF be sent to the project manager no later than two days prior to placement of the HMA.
- 16.3.2 Obtain asphalt pavement cores from the field, at a rate of four cores per day's placement. For each core, measure the thickness and calculate the density with respect to the maximum theoretical density.
- 16.3.3 If requested, provide an Engineering Technician to verify the roller pattern that has been established by the HMA Contractor.

16.4. Project Management/ Administration

- 16.4.1 A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal.

The project manager will monitor the project budget and will oversee the preparation of the final letter and daily reports.

16.5. Final Letter

16.5.1 Upon completion of our services, a final letter will be prepared. The letter will list services we performed and if the results and/or observation were in compliance. A copy of our test reports will be available with the final letter if requested.

16.6. Consultant or their subconsultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

17. Record Drawings

17.1. Obtain and review comments and field changes to the as-bid construction plans from City and/or Contractor.

17.2. Prepare record drawings based on comments and field changes. Since Consultant will not be providing resident engineering services and not observing on a full-time basis, we will not seal the record drawings. The record drawings will be provided in the following format:

- AutoCAD File (1) copy
- PDF (1) copy

Information to be provided by the City

The City shall provide all information and criteria as to the City's requirements, objectives, and expectations for the project including all design criteria that are to be met and all standards of development, design, or construction. Specific information to be provided by the City includes:

- Existing water, sanitary sewer, paving, and drainage record drawings.
- Drainage studies

Additional Services

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Preparation of a detailed Storm Water Pollution Prevention Plan (SWPPP).
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies.
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the Contractor.
- "Value engineering" after bidding.
- SWPPP inspections / coordination.
- Any services not listed in the Scope of Services.

End of Scope of Services

EXHIBIT 'B'
HOLLEMAN DRIVE WEST AT JONES BUTLER ROUNDABOUT PROJECT
FEE SUMMARY

Payment to the Consultant will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the Consultant for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Monthly payment of the fee will be in proportion to percent completion of the total work for each fee item outlined below and phase of services (Design, Bid, Survey, etc.).

- B. Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below. Upon completion of services enumerated in Attachment A, Scope of Services, the final payment of any balance will be due upon receipt of the final invoice.

Design Services

1.	Project Management	\$18,500
2.	Public Involvement	\$4,500
3.	Preliminary Investigation	\$2,500
4.	Design Survey	\$20,000
5.	Subsurface Utility Engineering (SUE)	\$18,000
6.	Geotechnical Investigation	\$4,500
7.	Intersection Capacity Analysis	\$8,500
8.	Conceptual Design	\$16,000
9.	Preliminary Roadway and Drainage Design (60%)	\$32,500
10.	Final Roadway and Drainage Design	\$30,500
11.	Illumination	\$8,500
12.	Franchise Utility Coordination	\$2,500
13.	Right-of-Way Documentation	\$7,400
14.	Bidding Phase Services	\$4,000
15.	Construction Phase Services	\$10,000
16.	Construction Materials Testing	\$10,000
17.	Record Drawings	\$4,000

Total Design Fee	\$201,900
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June 24, 2021
Item No. 8.6.
Lick Creek Trunkline Change Order 4

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of Change Order 4 in the amount of \$69,395.18 for the Lick Creek Trunk Line construction contract with Thalle Construction Company, Inc.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval

Summary: This is a close out change order to the construction contract with Thalle Construction Company, Inc. It includes overruns in items, such as additional PVC laterals, drop connections, and trench safety. It also includes additional sod for an easement area near Pebble Creek Pkwy as well as additional trail repair and drainage infrastructure. This additional trail repair is for the portions of Deer Run near Butterfly Alley and one location near the end of Bulle Rock Ct in Pebble Creek. This does not include additional work the contractor and the city are completing on the trail behind the Pebble Creek subdivision, which will be completed separately. The contract will be closed after this change order is approved, but only when the contractor has completed all items and obtains final completion.

Budget & Financial Summary: Budget in the amount of \$14,130,698 is included for this project in the Wastewater Capital Improvement Projects Fund. A total of \$14,019,006 has been expended or committed to date, leaving a balance of \$111,692 for this change order and remaining expenditures.

Attachments:

1. CO 4 Draft - Copy

CHANGE ORDER NO. 4		DATE: 6-7-2021		Contract No. 19300406	
P.O. # 19203692		PROJECT: Lick Creek Trunkline		Funded in Whole/Part w CO's Y/N	

OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842	CONTRACTOR: Thalle Construction Company, Inc 900 NC Hwy 86 N Hillsborough, NC 27278 PH: 919-241-1607 FAX:
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PURPOSE OF THIS CHANGE ORDER:
 This change order zeros out all quantities and closes out the project.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
	LF	Additonal Storm Drain Pipe Removal/Replacement	\$ 200.00	368	480	\$ 22,400.00
	SY	Additional Trail Repair	\$ 17.50	9800	10655	\$ 14,962.50
	EA	Rehab Existing Manholes	\$ 3,500.00	7	9	\$ 7,000.00
	LF	Additional 4" PVC Sewer Lateral	\$ 40.00	1	214	\$ 8,520.00
	EA	Connect Lateral Tie-in	\$ 1,000.00	22	23	\$ 1,000.00
	EA	Drop Connections	\$ 6,500.00	6	10	\$ 26,000.00
	LS	Trench safety	\$ 0.01	10,605	11,873	\$ 12.68
	LS	Sod at Pebble Creek Parkway	\$ 2,500.00	-	1	\$ 2,500.00
	LF	18" sewer pipe point repair	\$ 500.00	20	-	\$ (10,000.00)
	LS	Post construction CCTV of existing 18"	\$ 2,500.00	1	-	\$ (2,500.00)
						\$ -
					Total	\$ 69,895.18

THE NET AFFECT OF THIS CHANGE ORDER IS 8.65% INCREASE.
--

Line-OBJ: SCWOC- 6590	\$	69,895.18
TOTAL CHANGE ORDER	\$	69,895.18
ORIGINAL CONTRACT AMOUNT	\$	10,932,672.50
CHANGE ORDER NO.1	\$	31,025.65 0.28% Change
CHANGE ORDER NO.2	\$	273,243.41 2.50% Change
CHANGE ORDER NO. 3	\$	571,314.94 5.23% Change
CHANGE ORDER NO. 4	\$	69,895.18 0.64% Change
REVISED CONTRACT AMOUNT	\$	11,878,151.68 8.65% Total Change
ORIGINAL CONTRACT TIME	510	Days
TIME EXTENSION NO. 1	39	Days
TIME EXTENSION NO. 2		Days
REVISED CONTRACT TIME	549	Days
SUBSTANTIAL COMPLETION DATE	30-Sep-20	
REVISED SUBSTANTIAL COMPLETION DATE	8-Nov-20	

APPROVED

A/E CONTRACTOR Date CONSTRUCTION CONTRACTOR Date PROJECT MANAGER Date CITY ENGINEER Date DEPARTMENT DIRECTOR Date	CHIEF FINANCIAL OFFICER Date CITY ATTORNEY Date CITY MANAGER Date
--	--

June 24, 2021
Item No. 9.1.
204 Ayrshire Street Abandonment

Sponsor: Elizabeth Pedersen, Staff Planner

Reviewed By CBC: City Council

Agenda Caption:Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 1,973 square foot portion of right-of-way, said portion lying and being situated in the J.E. Scott League, Abstract Number 50 in College Station, Texas, and being a portion of the Ayrshire Street right-of-way as shown on the final plat of the College Park Subdivision recorded in Volume 38, Page 602 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse and Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary:

Abandonment of a 1,973 square foot portion of right-of-way lying and being situated in the J.E. Scott League, Abstract Number 50 in College Station, Texas and being a portion of the Ayrshire Street right-of-way as shown on the final plat of the College Park Subdivision recorded in Volume 38, Page 602 of the Deed Records of Brazos County, Texas. The right-of-way abandonment is being requested by the applicant to accommodate future redevelopment of the property. Two public utility easements were dedicated by separate instrument for existing public water and electrical infrastructure, but the remainder of the right-of-way is no longer needed.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Ordinance Exhibit B
4. Vicinity Map
5. Location Map
6. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 1,973 SQUARE FOOT PORTION OF RIGHT OF WAY, SAID PORTION LYING AND BEING SITUATED IN THE J.E. SCOTT LEAGUE, ABSTRACT NUMBER 50 IN COLLEGE STATION, TEXAS, AND BEING A PORTION OF THE AYRSHIRE STREET RIGHT-OF-WAY AS SHOWN ON THE FINAL PLAT OF THE COLLEGE PARK SUBDIVISION RECORDED IN VOLUME 38, PAGE 602 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 1,973 square foot portion of right-of-way, said portion lying and being situated in the J.E. Scott League, Abstract Number 50 in College Station, Texas, and being a portion of the Ayrshire Street right-of-way as shown on the final plat of the College Park Subdivision recorded in Volume 38, Page 602 of the Deed Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Right-of-Way”); and

WHEREAS, in order for the Right-of-Way to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Right-of-Way described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Right-of-Way.
3. There is no anticipated future public need or use for the Right-of-Way.
4. Abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers.
5. Utility infrastructure exists within the Right-of-Way and the City has continuing need for current as well as future public utilities to be located within the Right-of-Way, and said uses are expressly not abandoned herein in those geographic areas where Public Utility Easements as substantially set forth in **Exhibit “B”** attached hereto has been properly executed and recorded.

PART 2: That the Right-of-Way as described in **Exhibit “A”** be abandoned and vacated by the City with the following condition:

- 1.** The Public Utility Easements described in **Exhibit “B”** be retained as recorded in Volume 17083, Page 290 of the Deed of Records of Brazos County, Texas.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

FIELD NOTES
AYRSHIRE STREET
RIGHT-OF-WAY ABANDONMENT
0.0453 ACRES

Being all that certain tract or parcel of land lying and being situated in the J.E. SCOTT LEAGUE, Abstract No. 50 in College Station, Brazos County, Texas and being a portion of the Ayrshire Street right-of-way as shown on the final plat of COLLEGE PARK subdivision recorded in Volume 38, Page 602 of the Brazos County Deed Records (B.C.D.R.), and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 3/8-inch iron rod marking the north corner of this herein described tract and the east corner of Lot 3A, Block 2, COLLEGE PARK SUBDIVISION according to the Replat recorded in Volume 947, Page 345 of the Official Records of Brazos County, Texas (O.R.B.C.), said iron rod also being in the southwest right-of-way line of Ayrshire Street (as monumented);

THENCE: S 28°49'22" E into the right-of-way said Ayrshire Street as shown on the final plat of said COLLEGE PARK subdivision, said line also being currently monumented for a distance of 76.96 feet to a found 3/8-inch iron rod at the west intersection of said Ayrshire Street and the northwest right-of-way line of Angus Avenue (based on a 30-foot width);

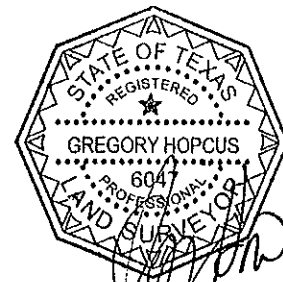
THENCE: S 43°02'17" W along the monumented northwest right-of-way line of said Angus Avenue for a distance of 14.69 feet to a capped 1/2-inch iron rod set for the south corner of this tract and the east corner of a 0.261 acre Tina Irene Austin, Trustee of the DeeAnna Drusendorf Trust tract recorded in Volume 15758, Page 244 (O.R.B.C.), from whence a found 1/2-inch iron rod marking the south corner of the said 0.261 acre tract bears S 43°02'17" W at a distance of 109.07 feet for reference;

THENCE: N 46°31'54" W along the northeast line of the said 0.261 acre tract for a distance of 75.37 feet to a capped 1/2-inch iron rod set for the west corner of this tract, the north corner of the said 0.261 acre tract and being in the southeast line of said Lot 3A, Block 2, COLLEGE PARK SUBDIVISION (947/345), from whence a found 1/2-inch iron rod marking an interior ell corner in the north line of the said 0.261 acre tract and the south corner of said Lot 3A bears S 46°23'16" W at a distance of 65.00 feet for reference;

THENCE: N 46°23'16" E along the southeast line of said Lot 3A, Block 2 for a distance of 38.15 feet to the POINT OF BEGINNING and containing 0.0453 acres (1,973.0 square feet) of land.

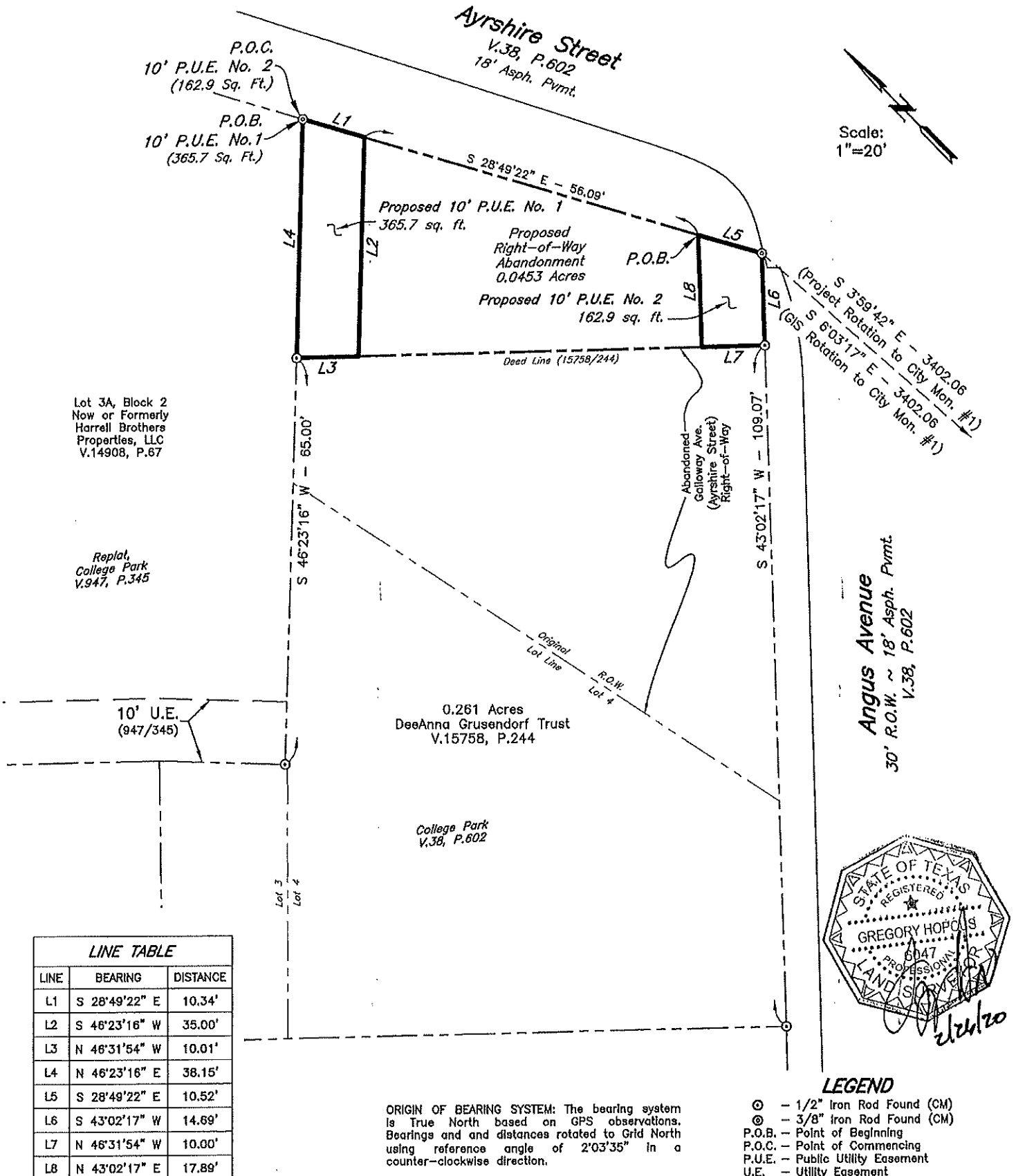
I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on February 26, 2020.

See survey plat on Page 1 of 4
for additional information.



2/26/2020

McCLURE & BROWNE ENGINEERING/SURVEYING, INC • 1008 Woodcreek Drive, Suite 103 • College Station, Texas 77845 • (979) 693-3838
Ayrshire ROW Abandonment 001-01 Texas Firm Registration No. 10103300



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

PUBLIC UTILITY EASEMENT

DATE: May 27, 2021

GRANTOR: TINA IRENE AUSTIN, TRUSTEE OF THE DEEANNA GRUSENDORF TRUST CREATED UNDER THE WILL OF JAMES HERMAN MITCHELL

GRANTOR'S MAILING ADDRESS: 15124 Bardwell Lane
(including County) Collin County
Frisco, Texas 75035

GRANTEE: CITY OF COLLEGE STATION, TEXAS

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

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

Easement No. 1

All that certain tract or parcel of land containing 365.7 square feet of land, more or less, lying and being situated in the J. E. Scott League, Abstract No. 50, in College Station, Brazos County, Texas, and being a portion of the Ayrshire Street right-of-way as shown on the final plat of College Park Subdivision recorded in Volume 38, Page 602, of the Deed Records of Brazos County, Texas; said 365.7 square foot tract of land delineated as Easement No. 1, being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

Easement No. 2

All that certain tract or parcel of land containing 162.9 square feet of land, more or less, lying and being situated in the J. E. Scott League, Abstract No. 50, in College Station, Brazos County, Texas, and being a portion of the Ayrshire Street right-of-way as shown on the final plat of College Park Subdivision recorded in Volume 38, Page 602, of the Deed Records of Brazos County, Texas; said 162.9 square foot tract of land delineated as Easement No. 2, being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

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

Electric transmission and distribution lines;
Water lines and sanitary sewer lines, connecting lines,
access facilities, and related equipment;
Storm sewers and collection facilities;
Television, telephone, and communications lines;
Drainage ditches, drainage pipes and all other
drainage structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the Easement Areas or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of GRANTEE.

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

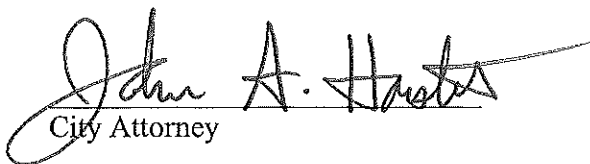
GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of GRANTEE,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

RESERVATIONS AND RESTRICTIONS: NONE.

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


TINA IRENE AUSTIN, TRUSTEE OF THE
DEEANNA GRUSENDORF TRUST CREATED
UNDER THE WILL OF JAMES HERMAN
MITCHELL

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

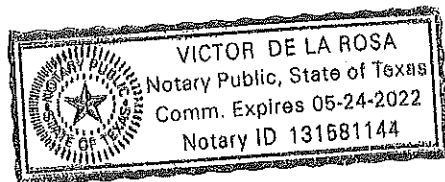

City Attorney

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF COLLIN

This instrument was acknowledged before me on this 27 day of May, 2021,
by TINA IRENE AUSTIN, TRUSTEE OF THE DEEANNA GRUSENDORF TRUST
CREATED UNDER THE WILL OF JAMES HERMAN MITCHELL.




NOTARY PUBLIC in and for the State of Texas

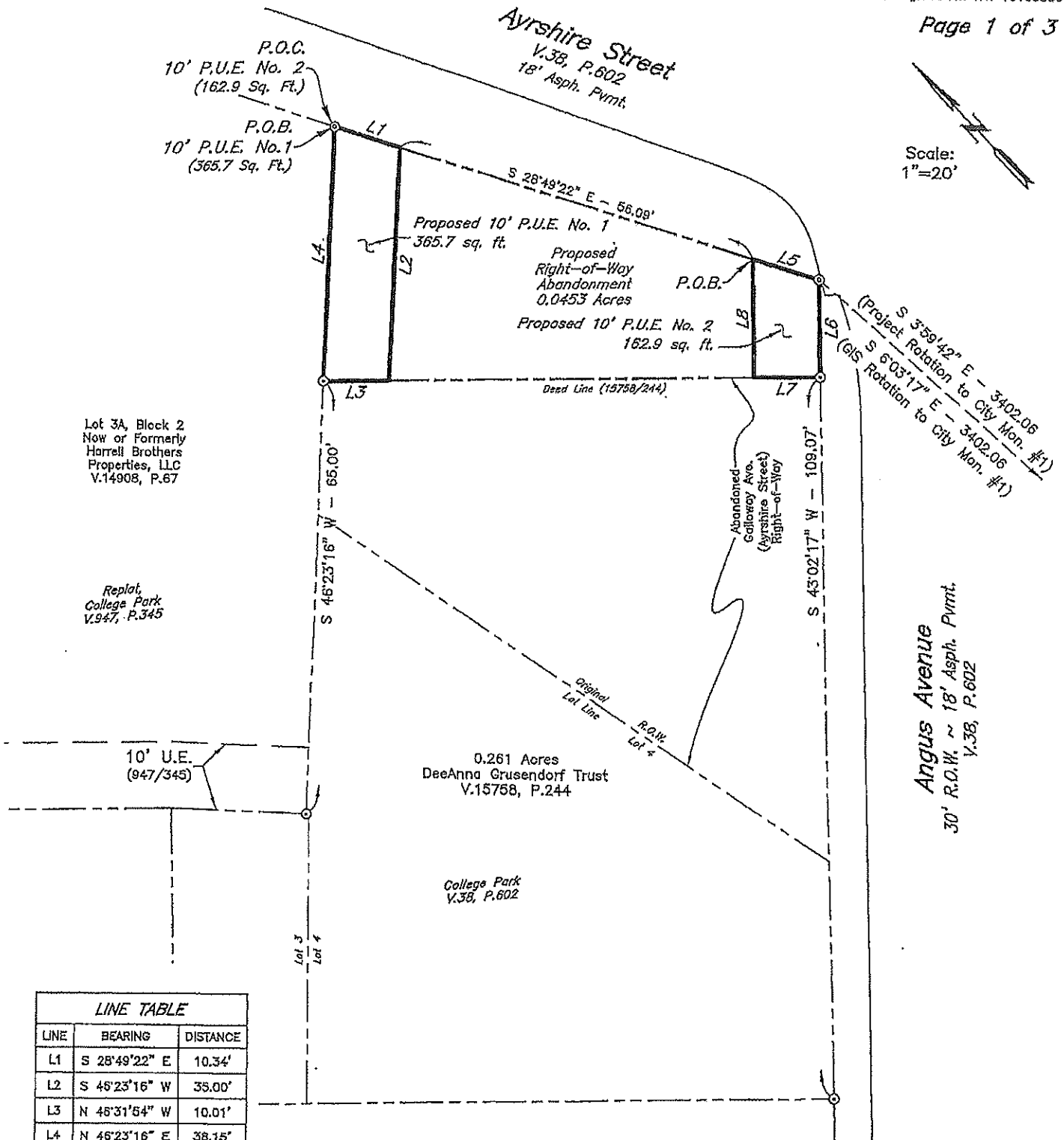
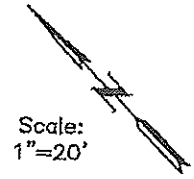
PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT A

McCLURE & BROWNE ENGINEERING/SURVEYING, INC • 1008 Woodcreek Drive, Suite 103 • College Station, Texas 77845 • (979) 693-3838
 Ayshire ROW Abandonment 001-01
 Texas Firm Registration No. 10103300

Page 1 of 3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 28°49'22" E	10.34'
L2	S 48°23'16" W	35.00'
L3	N 46°31'54" W	10.01'
L4	N 46°23'16" E	38.15'
L5	S 28°49'22" E	10.52'
L6	S 43°02'17" W	14.89'
L7	N 46°31'54" W	10.00'
L8	N 43°02'17" E	17.89'

ORIGIN OF BEARING SYSTEM: The bearing system is True North based on GPS observations. Bearings and distances rotated to Grid North using reference angle of 2°03'35" in a counter-clockwise direction.

See Pages 2 & 3 of 3 for Field Notes prepared with this survey plat.

- LEGEND**
- ⊙ - 1/2" Iron Rod Found (CM)
 - ⊙ - 3/8" Iron Rod Found (CM)
 - P.O.B. - Point of Beginning
 - P.O.C. - Point of Commencing
 - P.U.E. - Public Utility Easement
 - U.E. - Utility Easement
 - CM - Controlling Monument

EXHIBIT A

Page 2 of 3

FIELD NOTES
 PROPOSED 10-FOOT WIDE PUBLIC UTILITY EASEMENT NO. 1
 365.7 SQUARE FEET

Being all that certain tract or parcel of land lying and being situated in the J.E. SCOTT LEAGUE, Abstract No. 50 in College Station, Brazos County, Texas and being a portion of the Ayrshire Street right-of-way as shown on the final plat of COLLEGE PARK subdivision recorded in Volume 38, Page 602 of the Brazos County Deed Records (B.C.D.R.), and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 3/8-inch iron rod marking the north corner of this herein described parcel and the east corner of Lot 3A, Block 2, COLLEGE PARK SUBDIVISION according to the Replat recorded in Volume 947, Page 345 of the Official Records of Brazos County, Texas (O.R.B.C.), said iron rod also being in the southwest right-of-way line of Ayrshire Street (as monumented);

THENCE: S 28°49'22" E into the right-of-way said Ayrshire Street as shown on the final plat of said COLLEGE PARK subdivision for a distance of 10.34 feet to a point for the east corner of this parcel, from which a found 3/8-inch iron rod marking the west intersection of said Ayrshire Street and the northwest right-of-way line of Angus Avenue (based on a 30-foot width) bears S 28°49'22" E at a distance of 66.61 feet for reference;

THENCE: S 46°23'16" W into and through the right-of-way said Ayrshire Street for a distance of 35.00 feet to a point for the south corner of this parcel, said point being in the northeast line of the said 0.261 acre Tina Irene Austin, Trustee of the DeeAnna Drusendorf Trust tract recorded in Volume 15758, Page 244 (O.R.B.C.);

THENCE: N 46°31'54" W along the northeast line of the said 0.261 acre Drusendorf Trust tract for a distance of 10.01 feet to a found 1/2-inch iron rod for the west corner of this parcel, the north corner of the said 0.261 acre tract and being in the southeast line of said Lot 3A, Block 2, COLLEGE PARK SUBDIVISION (947/345), from whence a found 1/2-inch iron rod marking an interior ell corner in the north line of the said 0.261 acre tract and the south corner of said Lot 3A bears S 46°23'16" W at a distance of 65.00 feet for reference;

THENCE: N 46°23'16" E along the southeast line of said Lot 3A, Block 2 for a distance of 38.15 feet to the POINT OF BEGINNING and containing 365.7 square feet of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on February 26, 2020.

See survey plat on Page 1 of 3
 for additional information.

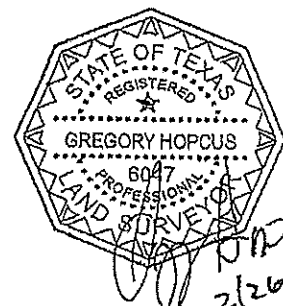


EXHIBIT A

Page 3 of 3

FIELD NOTES
PROPOSED 10-FOOT WIDE PUBLIC UTILITY EASEMENT NO. 2
162.9 SQUARE FEET

Being all that certain tract or parcel of land lying and being situated in the J.E. SCOTT LEAGUE, Abstract No. 50 in College Station, Brazos County, Texas and being a portion of the Ayrshire Street right-of-way as shown on the final plat of COLLEGE PARK subdivision recorded in Volume 38, Page 602 of the Brazos County Deed Records (B.C.D.R.), and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 3/8-inch iron rod marking the east corner of Lot 3A, Block 2, COLLEGE PARK SUBDIVISION according to the Replat recorded in Volume 947, Page 345 of the Official Records of Brazos County, Texas (O.R.B.C.), said iron rod also being in the southwest right-of-way line of Ayrshire Street (as monumented);

THENCE: S 28°49'22" E into the right-of-way said Ayrshire Street as shown on the final plat of said COLLEGE PARK subdivision for a distance of 66.43 feet to the POINT OF BEGINNING and the north corner of this herein described parcel;

THENCE: S 28°49'22" E continue along said line for a distance of 10.52 feet to a found 3/8-inch iron rod at the west intersection of said Ayrshire Street and the northwest right-of-way line of Angus Avenue (based on a 30-foot width);

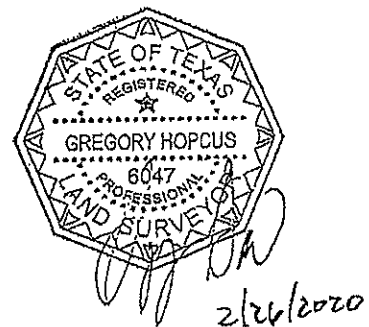
THENCE: S 43°02'17" W along the monumented northwest right-of-way line of said Angus Avenue for a distance of 14.69 feet to a point for the south corner of this herein described parcel, said point also being in the northeast line of the said 0.261 acre Tina Irene Austin, Trustee of the DeeAnna Drusendorf Trust tract recorded in Volume 15758, Page 244 (O.R.B.C.), from whence a found 1/2-inch iron rod marking the south corner of the Drusendorf Trust tract bears S 43°02'17" W at a distance of 109.07 feet for reference;

THENCE: N 46°31'54" W along the northeast line of the said 0.261 acre Drusendorf Trust tract for a distance of 10.00 feet to a point for the west corner of this parcel;

THENCE: N 43°02'17" E into and through the right-of-way said Ayrshire Street for a distance of 17.89 feet to the POINT OF BEGINNING and containing 162.9 square feet of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on February 26, 2020.

See survey plat on Page 1 of 3
for additional information.



VICINITY MAP

NORTH

204 AYRSHIRE ST

0 0.02 0.04 0.08 Miles

LOCATION MAP

NORTH

OLD JERSEY STREET

AYRSHIRE STREET

DEXTER DRIVE WEST

PORTION OF ROW
TO BE ABANDONED
0.0453AC

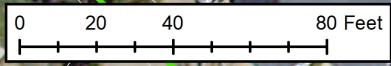
N35B2C002

ANGUS AVENUE

WELSH AVENUE

KERRY STREET

N35B2C003



FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

Ayrshire Street right of Way Abandonment 0.0453 acres
 described by attached survey. 204 Ayrshire St. College Station
 TX 77840

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Tina Austin E-mail taustinja@gmail.com
 Street Address 15124 Bardwell Ln
 City Frisco State TX Zip Code 75035
 Phone Number 972 741 0369 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Tina Austin for the Deanna Grusendorf Trust E-mail taustinja@gmail.com
 Street Address: 15124 Bardwell Ln
 City Frisco State TX Zip Code 75035
 Phone Number 972 741 0369 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name None E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

No properties will be adversely affected. They all have access to roads and utilities.

8. That there is no current public need or use for the easement or right-of-way because:

Right of way cannot be used for anything constructive due to adjacent property lot lines. Right of way is not continuous in any direction.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

Right of way is not continuous in any direction. Functionally Obsolete.

10. That all public utilities have access to serve current and future customers because:

Utilities should not be affected

11. Such public right-of-way/easement has been and is being used as follows:

Parking for 204 Ayrshire

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Signature and title

Date

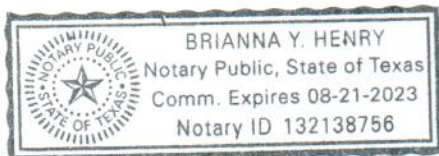
STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUNTY OF BRAZOS

Subscribed and sworn to before me, a Notary Public, this 9th day of January, 2021 by Tina Austin



Brianna Y. Henry
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Ayrshire St

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

FIELD NOTES
AYRSHIRE STREET
RIGHT-OF-WAY ABANDONMENT
0.0453 ACRES

Being all that certain tract or parcel of land lying and being situated in the J.E. SCOTT LEAGUE, Abstract No. 50 in College Station, Brazos County, Texas and being a portion of the Ayrshire Street right-of-way as shown on the final plat of COLLEGE PARK subdivision recorded in Volume 38, Page 602 of the Brazos County Deed Records (B.C.D.R.), and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 3/8-inch iron rod marking the north corner of this herein described tract and the east corner of Lot 3A, Block 2, COLLEGE PARK SUBDIVISION according to the Replat recorded in Volume 947, Page 345 of the Official Records of Brazos County, Texas (O.R.B.C.), said iron rod also being in the southwest right-of-way line of Ayrshire Street (as monumented);

THENCE: S 28°49'22" E into the right-of-way said Ayrshire Street as shown on the final plat of said COLLEGE PARK subdivision, said line also being currently monumented for a distance of 76.96 feet to a found 3/8-inch iron rod at the west intersection of said Ayrshire Street and the northwest right-of-way line of Angus Avenue (based on a 30-foot width);

THENCE: S 43°02'17" W along the monumented northwest right-of-way line of said Angus Avenue for a distance of 14.69 feet to a capped 1/2-inch iron rod set for the south corner of this tract and the east corner of a 0.261 acre Tina Irene Austin, Trustee of the DeeAnna Drusendorf Trust tract recorded in Volume 15758, Page 244 (O.R.B.C.), from whence a found 1/2-inch iron rod marking the south corner of the said 0.261 acre tract bears S 43°02'17" W at a distance of 109.07 feet for reference;

THENCE: N 46°31'54" W along the northeast line of the said 0.261 acre tract for a distance of 75.37 feet to a capped 1/2-inch iron rod set for the west corner of this tract, the north corner of the said 0.261 acre tract and being in the southeast line of said Lot 3A, Block 2, COLLEGE PARK SUBDIVISION (947/345), from whence a found 1/2-inch iron rod marking an interior ell corner in the north line of the said 0.261 acre tract and the south corner of said Lot 3A bears S 46°23'16" W at a distance of 65.00 feet for reference;

THENCE: N 46°23'16" E along the southeast line of said Lot 3A, Block 2 for a distance of 38.15 feet to the POINT OF BEGINNING and containing 0.0453 acres (1,973.0 square feet) of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on February 26, 2020.

See survey plat on Page 1 of 4
for additional information.

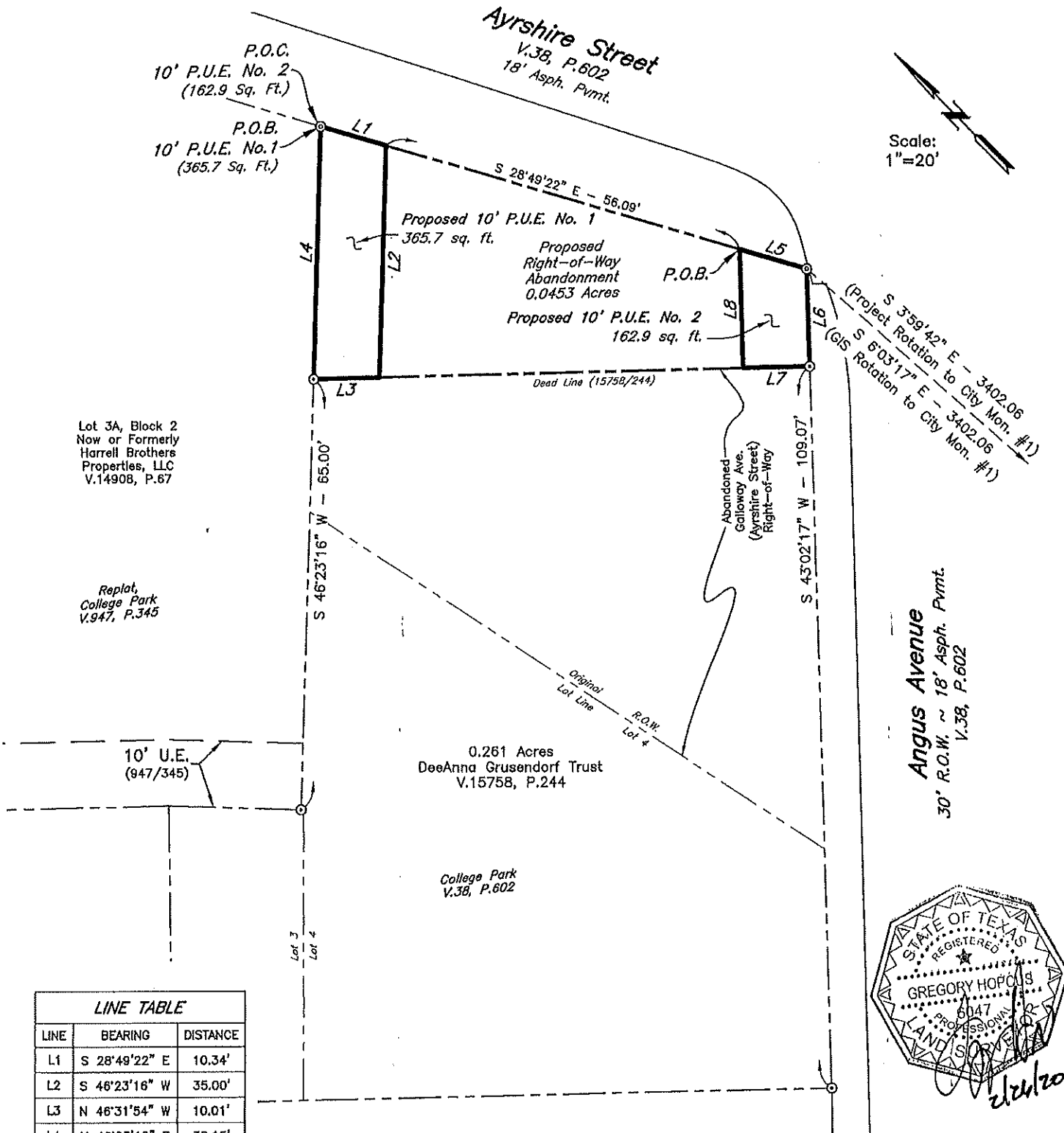


Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Ashshire St

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Ayshire St

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Korey LeMond
Title: Engineer - Bryan District

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Ayrshire St

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: Kevin Mosley

Title: OSP ENGINEERING

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Ayshire St

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: Dan Smith
Title: Sr. Supervisor - Ops Construction 12.11.2020

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Myrshire St

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

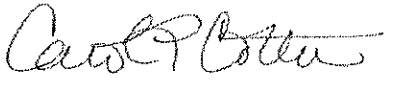
By: Shawndra Curry
Title: Division Manager of Engineering & System Planning

Application for Abandonment of a Public Right-of-Way / Easement

Location: 204 Ayrshire St. ROW Abandonment

EXHIBIT NO.4

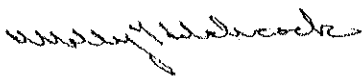
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X 

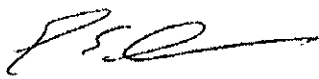
City Engineer
City of College Station

X 

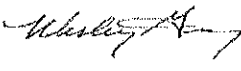
Building Official
City of College Station

X 

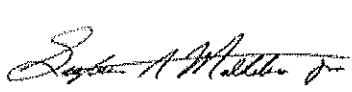
Zoning Official
City of College Station

X 

Fire Marshal
City of College Station

X 

Electric Department
City of College Station

X 

Water Services Department
City of College Station

X 

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Ayshire St

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Harrell Brothers Properties LLC
ADDRESS: 202 Ayshire St College Station, TX 77840
615 W Lamar St
McKinney, TX 75069

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____


James Harrell
10/20/2020

June 24, 2021

Item No. 9.2.

FY2022 (PY2021) Annual Action Plan and Community Development Budget

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding the proposed FY 2022 (PY 2021) Annual Action Plan and Community Development Budget.

Relationship to Strategic Goals:

Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): Staff recommends Council receive a presentation regarding the proposed FY 2022 (PY 2021) Annual Action Plan and Community Development Budget and provide guidance and feedback.

Summary: Community development programming for the City of College Station is currently directed by the 2020 - 2024 Consolidated Plan. The U. S. Department of Housing and Urban Development requires each grantee develop a Consolidated plan that includes a community needs assessment, housing market analysis, housing conditions analysis, and specific goals and objectives to establish a unified vision for actions that will be carried out for the next five years.

Each year the City is required to submit to a one-year Annual Action Plan describing projects, activities, and budget to be funded with the community development grants received. Annual Action Plan activities must correspond to the 5-Year Consolidated Plan. The total grant funds available next year is \$1,448,329 in Community Development Block Grant (CDBG) funds and \$595,662 in HOME Investment Partnership Program Grant (HOME) funds. These amounts include carry-over funds from previous years and new year allocation amounts of \$1,219,430 in CDBG and \$480,625 in HOME funding.

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

The Consolidated Plan, Annual Action Plan, and budget must be delivered to HUD no later than August 16, 2021. Therefore, this information is presented prior to Council's consideration of the overall City budget. Adoption of the Plan by resolution also establishes a Community Development Program as defined by the Texas Local Government Code and provides authority for the City Manager to sign all required applications, certifications, evaluations, and other forms required by U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for the Program Year 2021 on behalf of the City of College Station.

Staff will return to Council at the July 22 meeting to make available the final drafts of the plans and budget and to request adoption.

Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing assistance programs (homebuyer assistance, security deposit assistance, rehabilitation, new construction, and minor repair); funding for direct services to low-income families through non-profit programs; demolition; economic development, infrastructure improvements to parks, streets, grant administration, and public facilities in areas within the city that are primarily low-to-moderate-income areas of the city.

To better address Economic Development needs identified, staff proposes the development of a Façade Improvement Program to assist College Station businesses. If adopted as part of the Annual Action Plan goals, staff will work to develop guidelines for Council consideration at a later date.

Budget & Financial Summary: FY2022 Community Development Budget:

CDBG: \$1,448,329

HOME: \$595,662

Attachments:

1. Attachment 1 - FY 2022 Proposed Community Development Budget
2. Attachment 2 - FY 2022 Plan Development Process Summary
3. Attachment 3 - FY 2020 CDBG Public Service Funding
4. Attachment 4 - 2020-2024 Community Development Goals
5. Attachment 5 - 2021 Income Limits
6. Attachment 6 - Map of LMI Income Areas
7. Attachment 7 - Community Development Project Descriptions

Attachment 1: FY 2022 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation (Minor Repair & Owner-Occupied Rehab)	\$0	\$75,000	\$75,000
Rehabilitation Administration	\$1,333	\$45,000	\$46,333
Demolition	\$10,000	\$30,000	\$40,000
Acquisition/Rehabilitation	\$40,150	\$70,000	\$110,150
Acquisition/New Construction (Habitat for Humanity)	\$32,089	\$0	\$32,089
Rental Rehabilitation (LULAC Oak Hill)	\$0	\$50,000	\$50,000
Homebuyer Assistance	\$19,078	\$350,469 \$33,710**	\$403,257
CHDO (Elder Aid	\$0	\$72,094	\$72,094
Tenant Based Rental Assistance – Deposits	\$12,625	\$10,000	\$22,625
Public Service Agency (See Attachment 3)	\$134,053*	\$169,600	\$303,653
Public Facility	\$0	\$322,630	\$322,630
Economic Development	\$11,274	\$213,314	\$224,588
Grant Administration	\$49,624	\$291,948	\$341,572
Recaptured Funds/ Program Income		CDBG HOME	\$0 \$33,710**
Total Community Development Budget			\$2,043,991

*Carry-over funds represent 4th quarter Public Services Agency payments for FY 2021

**FY2021 payments from Reconstruction loan and Homebuyer Recaptured Funds to be utilized for Homebuyer Assistance

Attachment 2: Annual Action Plan and Budget Development Process Summary, FY 2022

Event	Date
Community Needs Survey	Feb. & Mar.
Pre-proposal workshop for agencies 11, 2021	Feb.
JRFRC proposals due 10, 2021	Mar.
Virtual Public hearing on Annual Action Plan and Budget Mar. 23, 2021	
JRFRC Meetings through Zoom 01, 2021	Apr.
2021	Apr. 08,
2021	Apr. 15,
2021	Apr. 22,
2021	Apr. 29,
2021	May 20,
JRFRC Vendor Selection 2021	May 21,
Public Notice 2021	June 10,
30-Day Public Comment Period begins 16, 2021	June
First presentation of Consolidated Plan and Budget to City Council 24, 2021	June
Public hearing regarding Proposed PY2021 (FY2022) Annual Action Plan, and July 06, 2021 Community Development Budget at the Lincoln Recreation Center	

30-Day Public Comment Period ends
15, 2021

July

Request council approval by consent agenda of
July 22, 2021 PY2021 (FY2022) Annual Action Plan, and FY2022
Community
Development Budget

Due to HUD no later than
2021

Aug. 16,

Attachment 3: FY 2022 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #s /Cost per Client	Funding City
A Home Base for Transitioning Foster Youth dba Unlimited Potential, Inc.	Unlimited Potential	\$35,000	\$35,000	Salary for Youth Self- Sufficiency Specialist	35 \$1,000	CS
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$35,000	\$35,000	Medical Items & Testing Nurse Practitioner Salary	500 \$70.00	CS
Big Brothers Big Sisters of the Brazos Valley	Workplace Mentoring Program	\$35,000	\$35,000	¾ Staff Position Program Coordinator	205 \$170.73	CS
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$35,000	\$35,000	Therapist Tech Salary, Utilities, Cell Phone, Auto Maintenance	63 \$555.55	CS
Family Promise of Bryan-College Station	Counseling and Case Management	\$35,000	\$35,000	Case Manager Salary	155 \$225.81	CS – \$10,975 Bryan - \$24,025
Catholic Charities of Central Texas	BV Financial Stability Program	\$35,000	\$35,000	Direct Client Assistance	336 \$104.16	Bryan
Unity Partners dba Project Unity	Poverty Reduction Initiative	\$35,000	\$35,000	Family Support Facilitator	450 \$77.77	Bryan
City of College Station Lincoln Recreation Center	Summer Program	\$18,625	\$18,625	Staff & program expenses	140 \$133.04	CS
Additional Funding: College Station Police Department	Back to School Rally at the Lincoln Recreation Center	\$5,000	CDBG Admin Funds \$5,000	Supplies for rally	City-wide	CS
Twin City Mission, Inc.	Case Manager/Client Assistance Program	Withdrew Application	\$0	Case Manager, Client Assistance		CS
Total	College Station: \$169,600 + \$5,000 in Admin Funds				Bryan: \$94,025	

Attachment 4: PY 2020-2024 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2020	2024	Affordable Housing	City-wide	Rental Housing Special Needs	CDBG: \$1,000,000 HOME: \$575,000	Rental units Acquired and Rehabilitated: 20 Household Housing Unit
2	Rental Housing - Construction	2020	2024	Affordable Housing	City-wide	Rental Housing Special Needs	HOME: \$500,000	Rental units constructed: 10 Household Housing Unit
3	Owner Housing - Rehabilitation/Reconstruction	2020	2024	Affordable Housing	City-wide	Owner-Occupied Housing	CDBG: \$500,000 HOME: \$250,000	Homeowner Housing Rehabilitated: 15 Household Housing Unit
4	Owner Housing - Demolition	2020	2024	Affordable Housing Non-Housing Community Development	City-wide	Owner-Occupied Housing Public Facilities & Infrastructure	CDBG: \$125,000	Buildings Demolished: 4 Buildings
5	Homeownership - Down Payment Assistance	2020	2024	Affordable Housing	City-wide	Homeownership	HOME: \$1,000,000	Direct Financial Assistance to Homebuyers: 25 Households Assisted
6	Homeownership - Financial Literacy	2020	2024	Affordable Housing	City-wide	Homeownership		Other: 375 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Homeownership - Construction	2020	2024	Affordable Housing	City-wide	Owner-Occupied Housing Homeownership	CDBG: \$500,000	Homeowner Housing Added: 4 Household Housing Unit
8	Homelessness - TBRA Security Deposits	2020	2024	Homeless	City-wide	Rental Housing Homelessness Special Needs	HOME: \$175,000	Tenant-based rental assistance / Rapid Rehousing: 375 Households Assisted
9	Homelessness - Outreach and Assessment	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	Homelessness Special Needs Public Services	CDBG: \$50,000	Other: 20 Other
10	Homelessness - Services	2020	2024	Homeless	City-wide	Homelessness Public Services	CDBG: \$100,000	Public service activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
11	Special Needs - Services	2020	2024	Non-Homeless Special Needs	City-wide	Special Needs Public Services	CDBG: \$100,000	Public service activities other than Low/Moderate Income Housing Benefit: 1100 Persons Assisted
12	Public Services	2020	2024	Non-Housing Community Development	City-wide	Public Services	CDBG: \$625,000	Public service activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
13	Public Facilities	2020	2024	Non-Housing Community Development	City-wide	Public Facilities & Infrastructure	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
14	Economic Development – Business & Job Development	2020	2024	Non-Housing Community Development	City-wide	Economic Development	CDBG: \$500,000	Jobs created/retained: 25 Jobs
15	Disaster Response	2020	2024	Rental Housing Special Needs Public Services Economic Development Program Administration and Compliance Homelessness	City-wide	Homelessness Special Needs Public Services	\$500,000	Public service activities other than Low/Moderate Income Housing Benefit: 600 Persons Assisted

Goal Descriptions

1	Goal Name	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.

2	Goal Name	Rental Housing - Construction
	Goal Description	Encourage and facilitate the construction of new affordable rental units through nonprofit or for-profit partners. Additional sources of funds include tax credits through the State of Texas and private funds.
3	Goal Name	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG) and residential rehabilitation or reconstruction loans (HOME).
4	Goal Name	Owner Housing - Demolition
	Goal Description	Encourage and facilitate the removal of dilapidated residential structures and/or address community emergencies.
5	Goal Name	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.
6	Goal Name	Homeownership - Financial Literacy
	Goal Description	Encourage and support programs and projects that provide education and counseling to lower-income homeowners and prospective homebuyers.

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

1 2	Goal Name	Public Services
	Goal Description	Encourage and support nonprofit providers of homeless/AIDS patient programs, senior services, services for persons with disabilities, legal services, youth services, transportation services, substance abuse services, services for victims of domestic violence, employment training, crime awareness, fair housing, tenant/landlord counseling, child care services, health services, abused and neglected children services, mental health services, screening for lead based paint/lead hazards, subsistence payments, homebuyer downpayment assistance, rental housing subsidies, security deposits, housing counseling, neighborhood clean-ups, food banks, housing information and referral, housing counseling to support homebuyer downpayment assistance, or other public services to deliver programs to low- and moderate-income families and individuals.
1 3	Goal Name	Public Facilities
	Goal Description	Rehabilitation and expansion of street infrastructure, sidewalks, other infrastructure, including water and sewer lines and flood drain improvements, or park facilities including green space, neighborhood parks, and recreation facilities in primarily low- to moderate-income areas.
1 4	Goal Name	Economic Development – Business & Job Development
	Goal Description	Rehabilitate and/or develop new spaces for businesses to better realize job creation or support and expand community-wide training and employment activities targeting low-and moderate-income households.
1 5	Goal Name	Disaster Response
		Addressing the needs of families and individuals affected by the response or effect of a local, state, or federal disaster declaration, such as a pandemic or natural disaster.

Attachment 5: 2021 Median Income Limits

2021 MEDIAN INCOME LIMITS City of College Station Community Development

This list supersedes all other lists of prior dates.

Household	60%	80%
1	\$28,920	\$38,550
2	\$33,060	\$44,050
3	\$37,200	\$49,550
4	\$41,280	\$55,050
5	\$44,640	\$59,500
6	\$47,940	\$63,900
7	\$51,240	\$68,300
8	\$54,540	\$72,700

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI). Effective 6/1/2021

Source: [Income Limits](#) | HUD USER

City of College Station Low-Income Areas - 2019



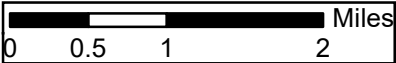
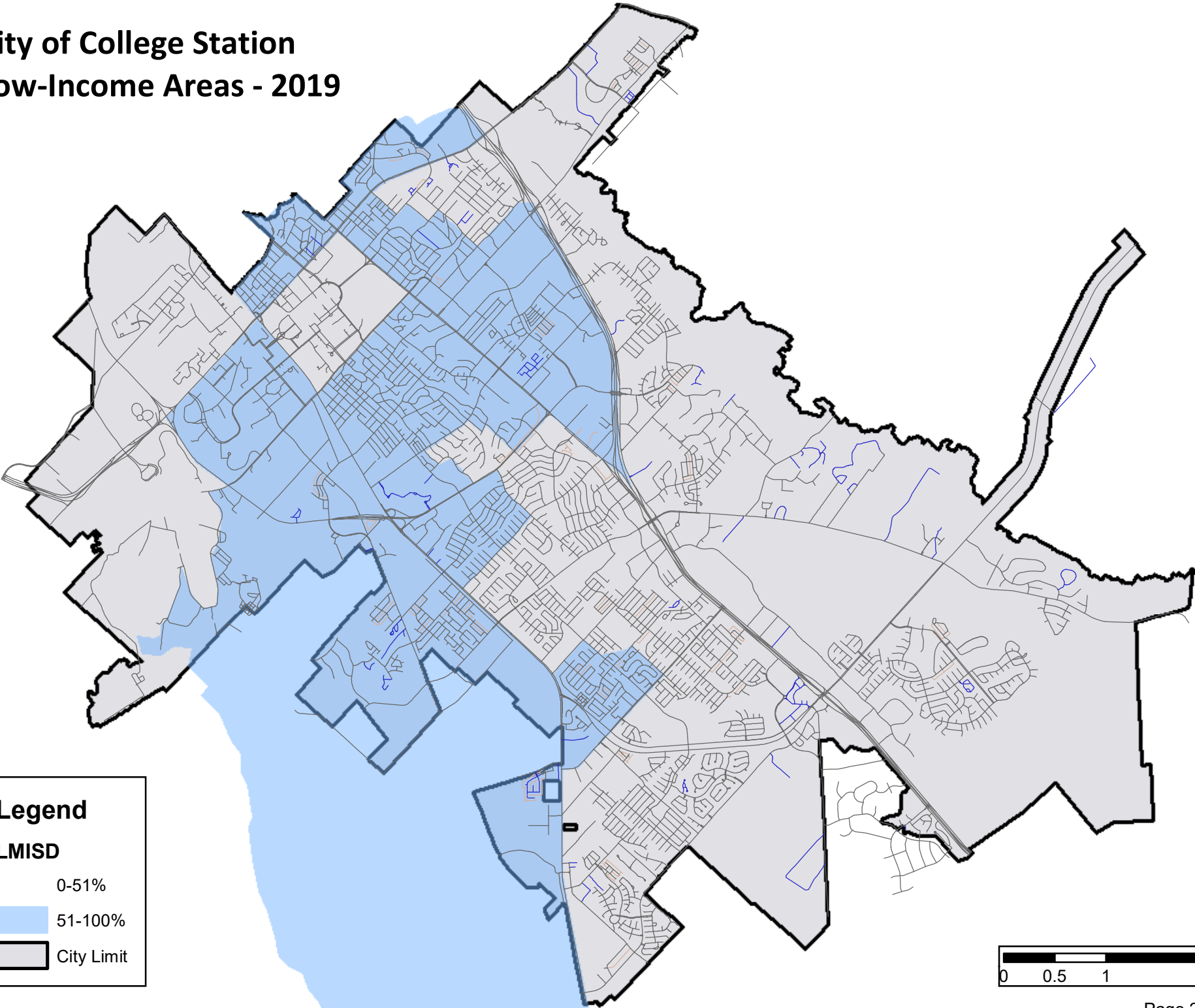
Legend

LMISD

0-51%

51-100%

City Limit



Attachment 8: Community Development Project Descriptions

Owner-Occupied Housing Assistance

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

Acquisition/Rehabilitation:

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

Demolition:

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

Homebuyer Assistance:

Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans, which include a shared equity component, with HOME funds.

Community Housing Development Organization:

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

New Construction:

Leveraged Development and Non-Profit Partners:

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

Rental Rehabilitation:

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

Tenant Based Rental Assistance:

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

Public Services:

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

Public Facility:

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

Economic Development – Business & Job Development:

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

Program Administration:

HOME and CDBG funds will be used for management, planning and administration of the City's PY 2021 CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers. The City will utilize administrative funds to provide education to the community regarding Federal Fair Housing laws and affirmatively further fair housing in College Station.

June 24, 2021

Item No. 9.3.

Southwood Dr and Eastgate Sidewalk Improvements

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a construction contract with Cervantez Construction in the amount of \$457,905.40 for the Eastgate Neighborhood Sidewalk and Southwood Sidewalk Improvements Project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: This project includes two separate sidewalk projects. The first project is the construction of a new sidewalk along the east side of Nunn Street from Lincoln Avenue to Walton Drive, on the north side of Walton Drive from Nunn Street to Puryear Drive, and the east side of Puryear Drive from Walton Drive to James Pkwy. The City of College Station identified the need for the sidewalk as a part of the Eastgate Neighborhood Plan. This connection will allow residents to walk from Lincoln Avenue to an existing sidewalk around Thomas Park and beyond. The second project includes construction of a new sidewalk along the east side of Southwood Drive from Valley View Drive to FM2818 and along the west side of Southwood Drive from FM2818 to Todd Trail. The sidewalks along Southwood were identified as a need in the Bicycle, Pedestrian, and Greenways Master Plan.

The project was bid via Competitive Sealed Proposal (CSP) in April 2021, RFP #21-035. Five (5) proposals were submitted. After evaluation, Cervantez Construction was selected.

Budget & Financial Summary: A combined budget in the amount of \$602,223 is included for these projects in the Streets Capital Improvement Projects and Sidewalk Zone 1, Zone 3, and Zone 5 Funds. A combined total of \$111,391 has been expended or committed to date, leaving a balance of \$490,832 for this construction contract and related costs.

Attachments:

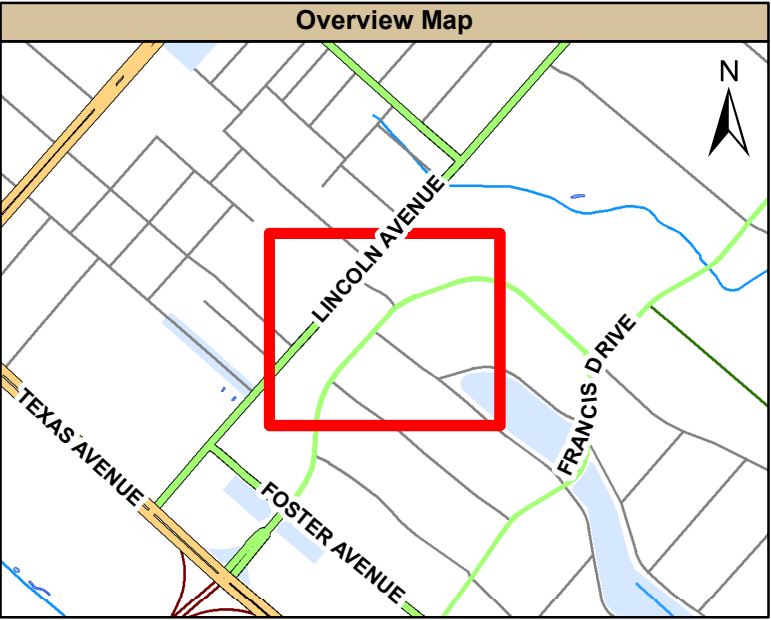
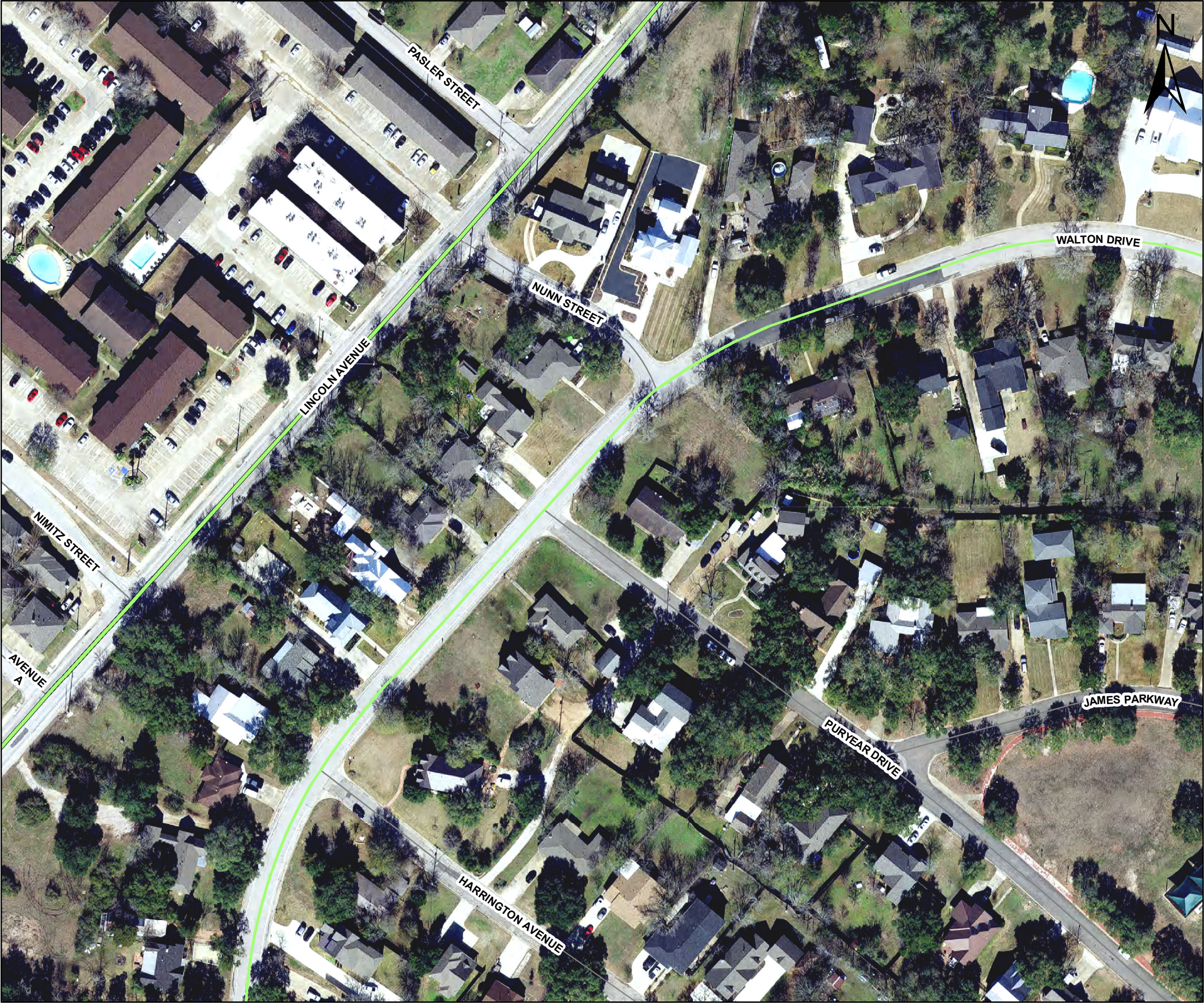
1. Project Location_Eastgate_GIS
2. Project Location_Southwood_GIS
3. 21-035_Tabulation_EG & SW

Project Location Map Eastgate Neighborhood Sidewalk Improvements Project

Legend

Streets

- Functional Classification**
- MAJOR COLLECTOR
 - MINOR COLLECTOR
 - LOCAL STREET



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

Project Location Map Southwood Slidewalk Project

Legend

Streets

Functional Classification

MAJOR ARTERIAL

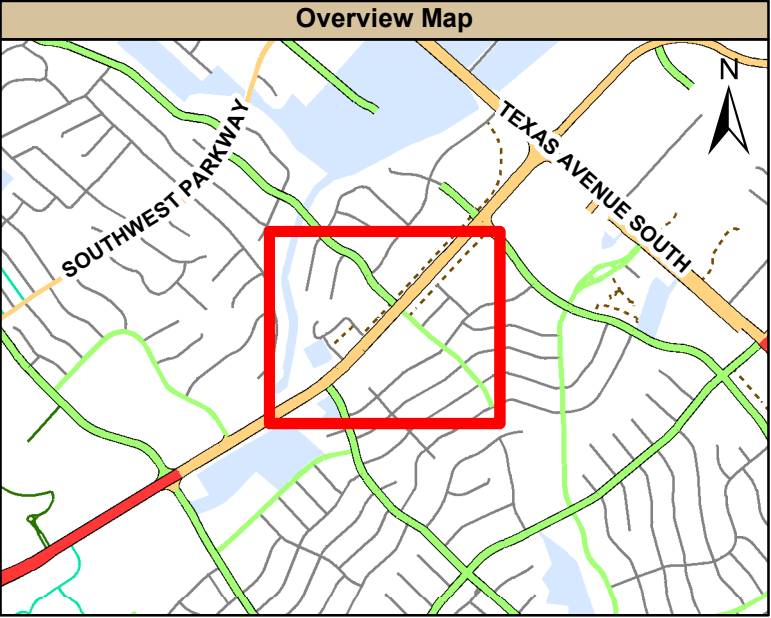
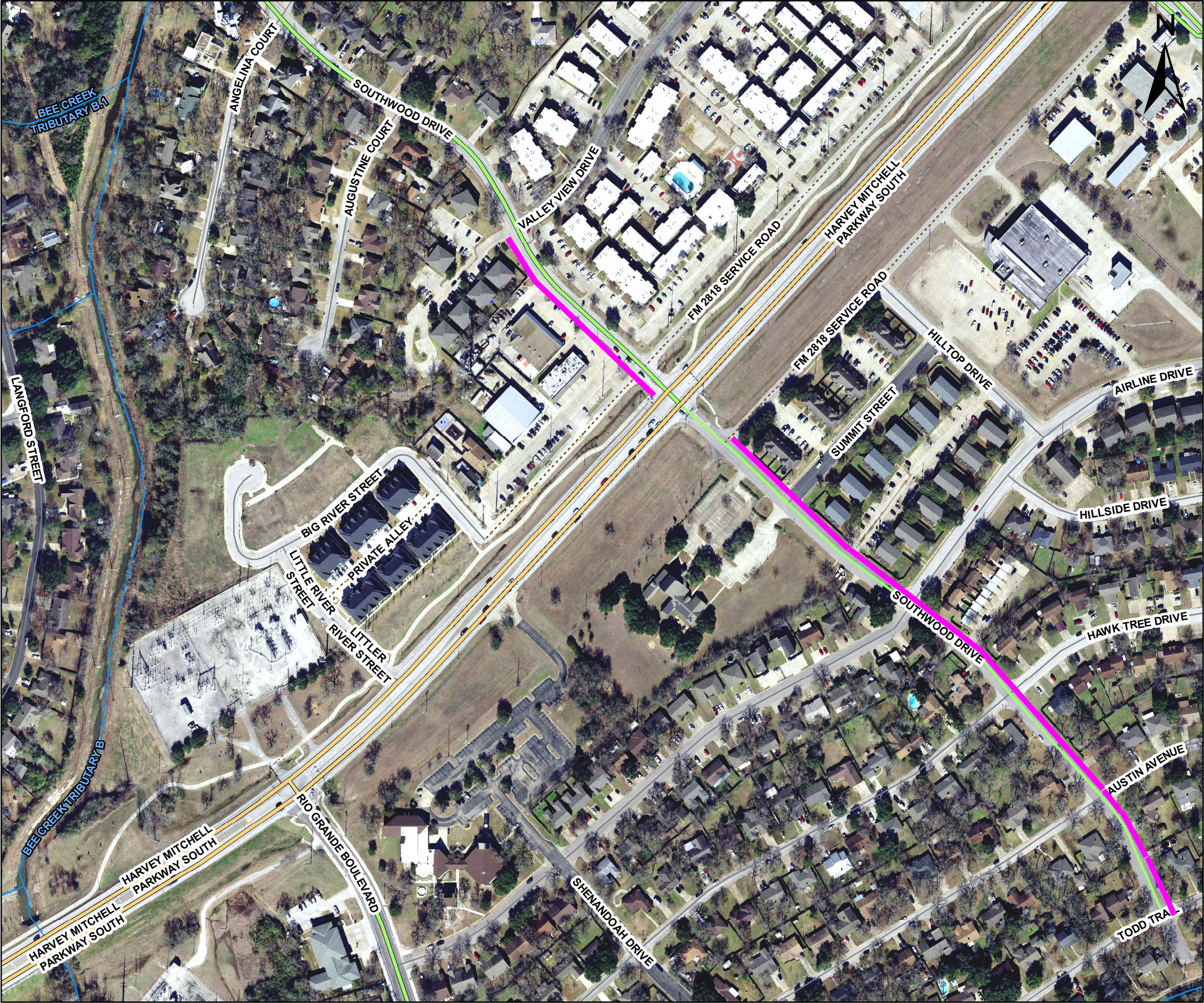
MAJOR COLLECTOR

MINOR COLLECTOR

LOCAL STREET

ALLEY

Rivers



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

BID PROPOSAL
Eastgate Neighborhood Sidewalk Safety Improvements

Eastgate Neighborhood Sidewalk				Cervantez Construction		Johnson Fence and Masonry, LLC		Norman Construction Services LLC		Ti-Zack Concrete Inc.		Palomares Construction Inc	
ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	L.S.	Mobilization	\$30,000.00	\$30,000.00	\$7,967.60	\$7,967.60	\$19,825.00	\$19,825.00	\$50,000.00	\$50,000.00	\$16,000.00	\$16,000.00
2	1	L.S.	Prepare ROW (Clear and remove vegetation, etc)	\$5,000.00	\$5,000.00	\$2,802.00	\$2,802.00	\$3,500.00	\$3,500.00	\$40,000.00	\$40,000.00	\$6,000.00	\$6,000.00
3	1	L.S.	Erosion Control	\$5,000.00	\$5,000.00	\$5,780.00	\$5,780.00	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
4	1	L.S.	Misc. Demolition	\$5,000.00	\$5,000.00	\$1,273.00	\$1,273.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
5	3,318	S.F.	Removal of Asphalt/Concrete Paving	\$5.00	\$16,590.00	\$5.41	\$17,950.38	\$5.00	\$16,590.00	\$2.50	\$8,295.00	\$3.00	\$9,954.00
6	1	L.S.	Adjust Irrigation	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$2,000.00	\$2,000.00
7	3	EA.	Adjust Valve Boxes	\$500.00	\$1,500.00	\$325.00	\$975.00	\$150.00	\$450.00	\$250.00	\$750.00	\$900.00	\$1,500.00
8	1	EA.	Adjust Fire Hydrant	\$1,000.00	\$1,000.00	\$955.00	\$955.00	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00
9	8,720	S.F.	Hydromulch seeding, grading (including 2" of topsoil)	\$1.00	\$8,720.00	\$0.55	\$4,796.00	\$1.00	\$8,720.00	\$0.50	\$4,360.00	\$1.28	\$11,161.60
10	860	S.F.	5' Sidewalk (Concrete, 5" Thickness, Prepared Subgrade)	\$6.30	\$5,418.00	\$6.37	\$5,478.20	\$9.00	\$7,740.00	\$10.00	\$8,600.00	\$8.50	\$7,310.00
11	969	S.F.	6' Sidewalk (Concrete, 4" Thickness, 2" Cement Stabilized Sand)	\$6.10	\$5,910.90	\$6.18	\$5,988.42	\$13.00	\$12,597.00	\$8.00	\$7,752.00	\$9.25	\$8,963.25
12	1,381	S.F.	6' Sidewalk (Concrete, 5" Thickness, Prepared Subgrade)	\$6.30	\$8,700.30	\$6.37	\$8,796.97	\$9.00	\$12,429.00	\$10.00	\$13,810.00	\$8.50	\$11,738.50
13	1,150	S.F.	8' Sidewalk (Concrete, 5" Thickness, Prepared Subgrade)	\$6.30	\$7,245.00	\$7.00	\$8,050.00	\$9.00	\$10,350.00	\$10.00	\$11,500.00	\$8.50	\$9,775.00
14	1,885	S.F.	6" Concrete Driveway Apron - High Early Strength Concrete (3500 psi)	\$7.00	\$13,195.00	\$8.00	\$15,080.00	\$12.50	\$23,562.50	\$12.00	\$22,620.00	\$9.25	\$17,436.25
15	227	S.F.	7" Concrete Paving - James Pkwy/Puryear Drive Approach Apron	\$7.50	\$1,702.50	\$9.00	\$2,043.00	\$14.00	\$3,178.00	\$13.00	\$2,951.00	\$11.50	\$2,610.50
16	480	S.F.	6" Chemically Stabilized Subgrade	\$7.00	\$3,360.00	\$32.00	\$15,360.00	\$11.00	\$5,280.00	\$8.00	\$3,840.00	\$10.00	\$4,800.00
17	1	L.S.	TAPCO Solar RRFB Pedestrian Crossing (Two pole Xwalk)(Push Button) complete and in place	\$5,000.00	\$5,000.00	\$10,825.00	\$10,825.00	\$23,500.00	\$23,500.00	\$15,000.00	\$15,000.00	\$26,000.00	\$26,000.00
18	2	EA.	Trail Marker and Pavement Markings	\$1,000.00	\$2,000.00	\$764.00	\$1,528.00	\$300.00	\$600.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
19	1	L.S.	Cross Walk Striping	\$1,500.00	\$1,500.00	\$1,694.00	\$1,694.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
20	6	EA.	ADA Ramp	\$1,250.00	\$7,500.00	\$758.00	\$4,548.00	\$2,300.00	\$13,800.00	\$2,000.00	\$12,000.00	\$1,850.00	\$11,100.00
21	280	L.F.	Concrete Retaining Wall (15" Max. Ht.)	\$40.00	\$11,200.00	\$50.90	\$14,252.00	\$22.00	\$6,160.00	\$45.00	\$12,600.00	\$25.00	\$7,000.00
22	845	C.Y.	Embankment and Excavation	\$15.00	\$12,675.00	\$22.92	\$19,367.40	\$15.00	\$12,675.00	\$45.00	\$38,025.00	\$20.00	\$16,900.00
TOTAL BASE BID				\$160,716.70		\$156,759.97		\$201,456.50		\$298,103.00		\$191,249.10	
Bid Bond				Y		Y		Y		Y		Y	
Addendum Acknowledged				Y		Y		Y		Y		Y	
Bid Certification				Y		Y		Y		Y		Y	

Calculation error Highlighted numer has been corrected.

June 24, 2021
Item No. 9.4.
City Hall Furniture Purchase

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of a general services contract with Marnoy Interest, LTD dba OP in the amount of \$1,616,029.91 for furniture and other services for the new city hall project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This contract with OP includes the purchase and installation of all new furniture for the new city hall building. The contract also includes moving services for staff from existing offices to the new building.

Furnishings including in this purchase include workstations and office furniture, conference room tables and chairs, reception area furniture, break room furniture and all other ancillary furniture for the building.

Moving services will assist staff in moving other items, such as files, books, and other small furniture items that are needed in the new building.

Fiscal services is managing the auction and/or disposal of furnishings no longer needed in the existing city hall.

Budget & Financial Summary: Budget in the amount of \$39,300,000 is included for this project in the Facilities and Technology Capital Improvement Projects Fund. A total of \$30,179,234 has been committed or spent to date, leaving a balance of \$9,120,766 for this contract and future expenses.

Attachments:

1. 48599 TOTAL PROPOSAL 6.02
2. 21300566 -- BW(CC6.24.21)



Proposal

OP
10030 Bent Oak Drive
Houston, TX 77040
Phone: 713-803-0000
Fax: 713-803-0001
www.ophouston.com

Order Number	48599
Project Number	941
Date	06/02/2021
Customer PO Number	
Customer Account	CITCOL
Salesperson	Ryan Hargrove
Terms	50% DEPOSIT NET 30
Page	1 of 4

Products quoted on this proposal are considered "special order" as they are configured and specified in finishes and materials specific to this project. These products are not returnable, refundable, or subject to change unless agreed to by the manufacturer. All products are subject to each manufacturer's policy on changes and returns. Any freight, handling, or restocking charges required to process changes shall be the responsibility of the Buyer.

B City of College Station
I P.O. Box 9960
L College Station, TX 77842
L
T ATTN: Ryan Key
O Phone: 979-450-1589
Email: rkey@cstx.gov

S City of College Station
H 1101 Texas Avenue
I College Station, TX 77840
P
T ATTN: Ryan Key
O Phone: 979-450-1589
Email: rkey@cstx.gov

City of College Station
City Hall Building

Deliver and install per provided schedule and highlighted plan sent to College Station.
To be installed in one continuous phase (stations and ancillary). Space to be clear and readily available upon date of work. Should any significant delays occur, unaccounted for, all additional labor is to be billed per man per hour in the form of a change order. Specifications are based on the approved drawings, specifications, and finishes submitted. Installation to occur with starting on level 3, then level 2 and level 1. OP will start with workstations and private offices.

Omnia Contract -
2020000622

LABOR OR SCOPE CHANGES:

- Labor Services quoted below are based on the stated scope of work.
- Should scope of work change, labor services quoted costs will be adjusted accordingly.
- Should job site conditions or circumstances beyond the control of OP require the need for additional services such as overtime, multiple phases or compressed installation schedule, additional labor costs shall become billable and will be brought to the attention of the Buyer in the form of a change order based on the applicable hourly rates.

OP Team Members:

A+D Representative, Charlotte McFadden, CMcFadden@OPHouston.com, 713-595-0575
Sales, Ryan Hargrove, rhargrove@ophouston.com, 713-595-0689
Sales Account Coordinator, Cailin Kavanagh, ckavanagh@ophouston.com,
Sales Account Coordinator, Monica Morrill, MMorrill@OPHouston.com, 713-249-1211
Project Manager, Kelli Smith, ksmith@ophouston.com, 281-734-4827
Designer, Sarah Lacy, slacy@ophouston.com, 713-595-0514

Line	Quantity	Description	Unit Price	Extended Amount
86	1.00 Each	OP Misc LEVEL 1 LEVEL 1	505,480.65	505,480.65
87	1.00 Each	OP Misc LEVEL 2 LEVEL 2	424,578.28	424,578.28
88	1.00 Each	OP Misc LEVEL 3 LEVEL 3	595,632.47	595,632.47
89	1.00 Each	OP Misc MOVE SERVICES	75,000.00	75,000.00



Proposal

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10030 Bent Oak Drive
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Fax: 713-803-0001
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Page	2 of 4

		MOVE SERVICES		
90	1.00 Each	OP Misc ELEVATOR-- ELEVATOR NOT READY :Stair Carry upcharge	15,338.51	15,338.51

Order Sub-Total : \$1,616,029.91

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

PRICING EXPIRES 30 DAYS FROM PROPOSAL DATE



Proposal

OP
10030 Bent Oak Drive
Houston, TX 77040
Phone: 713-803-0000
Fax: 713-803-0001
www.ophouston.com

Order Number	48599
Project Number	941
Date	06/02/2021
Customer PO Number	
Customer Account	CITCOL
Salesperson	Ryan Hargrove
Terms	50% DEPOSIT NET 30
Page	3 of 4

Terms And Conditions

PRICES:

- Prices in this proposal are based on Manufacturer's list prices and will be held for 30 days from Proposal Date.
- Should project size or scope change, list prices and discounts may be subject to change accordingly.
- Unit Product prices are for product only and all services including Design, Project Management, Delivery, Installation and Freight are priced separately as per the enclosed detailed quote.
- Prices in this proposal are for all new products and do not include costs for relocation/disposal of existing furniture. NOTE: OP will be happy to provide for this if required and more detailed information is provided about the existing furniture.

CANCELLATION OR CHANGES:

- Order cancellation or changes shall be subject to each manufacturer's change and cancellation policy.
- Products quoted on this proposal are considered "special order" as they are configured and specified in finishes and materials specific to this project. These products are not returnable, refundable, or subject to change unless agreed to by the manufacturer. All products are subject to each manufacturer's policy on changes and returns. Any freight, handling, or restocking charges required to process changes shall be the responsibility of the Buyer.

DELIVERY AND INSTALLATION CONDITIONS:

- Labor services for any additional work required will be quoted based on the following hourly rates:
 - Standard installation rate is \$48.00 per man hour and Overtime installation rate is \$72.00 per man hour
 - Normal business hours of installation are defined as Monday through Friday 7:30am to 4:30pm
 - Sunday/Holiday rate is \$96.00 per man hour
- The installation space shall provide an adequate staging area for all products ordered, access to a freight elevator and loading dock.
- The installation space shall be substantially complete with regard to construction, including carpet, cove base and ceiling work and shall be free and clear of construction trades except electricians and voice/data cabling contractors connecting and cabling the furniture.
- If changes are required that result in the need for additional overtime, multiple phases or a compressed installation schedule or if circumstances beyond the control of OP dictate, additional labor costs will be presented via an Additional Services Form along with a quote based on applicable hourly rates.
- Buyer shall make arrangements for a licensed electrician to be present for hard wiring of the electrical power whips and for voice/data cabling contractor for routing of any data/communication cabling through the furniture.
- As applicable, Electrical connections to the building structure and any necessary permitting of furniture electrical are not included in this scope.
- As applicable, Within the City of Houston or any other jurisdiction which may require it, Buyer shall make arrangements for a licensed electrician to obtain necessary permits required for the furniture electrical as well as make all power connections and install all receptacles within the furniture.
- As applicable, Voice and Data communication cabling within the furniture are not included in this scope.



Proposal

OP
10030 Bent Oak Drive
Houston, TX 77040
Phone: 713-803-0000
Fax: 713-803-0001
www.ophouston.com

Order Number	48599
Project Number	941
Date	06/02/2021
Customer PO Number	
Customer Account	CITCOL
Salesperson	Ryan Hargrove
Terms	50% DEPOSIT NET 30
Page	4 of 4

- Special Note Regarding Stone Tops
 - Due to the fragile nature of stone products, larger stone pieces will be moved, delivered and installed by a qualified stone installation company. OP will coordinate and make every effort to provide the appropriate level of service.

DELAYS:

- If product cannot be delivered and installed at the job site as scheduled and agreed upon, OP will notify buyer immediately, re-route the products, off-load, unpack and inspect all goods for potential freight damage, file any applicable freight claims if necessary and store products in our warehouse until site is ready to receive products.
- Any product requiring re-routing due to circumstance beyond the control of OP will be subject to double handling costs and/or potential applicable storage fees. If storage fees become applicable, Buyer will be notified and a separate proposal will be provided
- All product will be invoiced as received at OP.

ADDITIONAL PAYMENT TERMS:

- 100% deposit will be required pending credit approval if current terms indicate "pending credit verification".
- Visa, MasterCard and American Express are accepted forms of payments for purchases up to \$5,000. Credit card payments will be processed 100% at time of order entry.
- Invoicing occurs after the initial walk-through/Punch List has been approved by the Buyer or upon substantial completion of project.
- 10% of Invoice may be withheld until Punch List is resolved.
- Should other invoicing procedures be required, please notify Accounts Receivable at OP.

SECURITY INTEREST:

- OP retains title (a security interest) to this furniture until it is paid for in full. Customer hereby grants OP a security interest in any and all furniture, fixtures, supplies and product provided to Customer by OP (the "Collateral") and any and all proceeds from such Collateral. Such Collateral is more fully described in the attached specifications. The security interest is hereby granted to secure the payment of any and all indebtedness of Customer to OP for the Collateral provided.

SAFETY: Please inform OP if there are any safety requirements that must be completed prior to the install.

Customer Signature

Date

Name



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300566 PROJECT#: GG1801 BID/RFP/RFQ#: _____

Project Name / Contract Description: General Service Contract for Purchase & Installation & Moving Services of the Furniture Package for City Hall

Name of Contractor: Marnoy Interest, LTD dba OP

CONTRACT TOTAL VALUE: \$ 1,616,029.91

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)

This will be funded in the project for City Hall (GG1801). Utilizing Omnia Contract - 2020000622

CRC Approval Date*: _____ **Council Approval Date*:** 6/24/21 **Agenda Item No*:** _____
(If required)*

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

Insurance Certificates: _____ **Performance Bond:** n/a **Payment Bond:** n/a **Info Tech:** n/a

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

n/a

MAYOR (if applicable)

DATE

n/a

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and Marnoy Interests, LTD dba OP (the “Contractor”), for the following work:
Purchase and installation of new City Hall
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed
One million six hundred sixteen thousand twenty-nine **and 91 /100 Dollars**
(\$ 1,616,029.91).

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

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

☒ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:
Fiscal Year 2022.

OR
☐ **1.04 Term.** The initial term of the Contract 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.

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

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV INSURANCE

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

4.02 The Contractor’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “C”**.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

4.03 Types. Contractor shall have the following types of insurance:

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

4.04 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 C**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

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

ARTICLE V INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.02 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

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

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

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

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

6.09 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.

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

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

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

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

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

CITY OF COLLEGE STATION

MARNOY INTERESTS LTD. dba OP

Attn: Ryan Key

Attn: Ryan Hargrove

PO BOX 9960

10030 Bent Oak Drive

1101 Texas Ave

Houston TX 77040

College Station, TX 77842

rhargrove@ophouston.com

rkey@cstx.gov

6.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

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

6.18 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

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

MARNOY INTEREST, LTD
dba OP

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

Deliver, Install and Labor for moving new furniture for City Hall (new).

Installation will be one continuous phase (stations and ancillary. Space will need to be clear and readily available. Installation will occur with starting on level 3, then level 2 and level 1. OP will start with workstations and private offices.

EXHIBIT B
PAYMENT SCHEDULE

☐ The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

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

Schedule of Payment for each phase:

See attached quote, pricing from Omnia Contract 2020000622.



Proposal

OP
10030 Bent Oak Drive
Houston, TX 77040
Phone: 713-803-0000
Fax: 713-803-0001
www.ophouston.com

Order Number	48599
Project Number	941
Date	06/02/2021
Customer PO Number	
Customer Account	CITCOL
Salesperson	Ryan Hargrove
Terms	50% DEPOSIT NET 30
Page	1 of 4

Products quoted on this proposal are considered "special order" as they are configured and specified in finishes and materials specific to this project. These products are not returnable, refundable, or subject to change unless agreed to by the manufacturer. All products are subject to each manufacturer's policy on changes and returns. Any freight, handling, or restocking charges required to process changes shall be the responsibility of the Buyer.

B City of College Station
I P.O. Box 9960
L College Station, TX 77842
L

T ATTN: Ryan Key
O Phone: 979-450-1589
Email: rkey@cstx.gov

S City of College Station
H 1101 Texas Avenue
I College Station, TX 77840
P

T ATTN: Ryan Key
O Phone: 979-450-1589
Email: rkey@cstx.gov

City of College Station

City Hall Building

Deliver and install per provided schedule and highlighted plan sent to College Station.

To be installed in one continuous phase (stations and ancillary). Space to be clear and readily available upon date of work. Should any significant delays occur, unaccounted for, all additional labor is to be billed per man per hour in the form of a change order. Specifications are based on the approved drawings, specifications, and finishes submitted. Installation to occur with starting on level 3, then level 2 and level 1. OP will start with workstations and private offices.

Omnia Contract -
2020000622

LABOR OR SCOPE CHANGES:

- Labor Services quoted below are based on the stated scope of work.
- Should scope of work change, labor services quoted costs will be adjusted accordingly.
- Should job site conditions or circumstances beyond the control of OP require the need for additional services such as overtime, multiple phases or compressed installation schedule, additional labor costs shall become billable and will be brought to the attention of the Buyer in the form of a change order based on the applicable hourly rates.

OP Team Members:

A+D Representative, Charlotte McFadden, CMcFadden@OPHouston.com, 713-595-0575

Sales, Ryan Hargrove, rhargrove@ophouston.com, 713-595-0689

Sales Account Coordinator, Cailin Kavanagh, ckavanagh@ophouston.com,

Sales Account Coordinator, Monica Morrill, MMorrill@OPHouston.com, 713-249-1211

Project Manager, Kelli Smith, ksmith@ophouston.com, 281-734-4827

Designer, Sarah Lacy, slacy@ophouston.com, 713-595-0514

Line	Quantity	Description	Unit Price	Extended Amount
86	1.00 Each	OP Misc LEVEL 1 LEVEL 1	505,480.65	505,480.65
87	1.00 Each	OP Misc LEVEL 2 LEVEL 2	424,578.28	424,578.28
88	1.00 Each	OP Misc LEVEL 3 LEVEL 3	595,632.47	595,632.47
89	1.00 Each	OP Misc MOVE SERVICES	75,000.00	75,000.00



Proposal

OP
10030 Bent Oak Drive
Houston, TX 77040
Phone: 713-803-0000
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Order Number	48599
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Page	2 of 4

		MOVE SERVICES		
90	1.00 Each	OP Misc ELEVATOR-- ELEVATOR NOT READY :Stair Carry upcharge	15,338.51	15,338.51

Order Sub-Total : \$1,616,029.91

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

PRICING EXPIRES 30 DAYS FROM PROPOSAL DATE



Proposal

OP
10030 Bent Oak Drive
Houston, TX 77040
Phone: 713-803-0000
Fax: 713-803-0001
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Order Number	48599
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Customer Account	CITCOL
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Page	3 of 4

Terms And Conditions

PRICES:

- Prices in this proposal are based on Manufacturer's list prices and will be held for 30 days from Proposal Date.
- Should project size or scope change, list prices and discounts may be subject to change accordingly.
- Unit Product prices are for product only and all services including Design, Project Management, Delivery, Installation and Freight are priced separately as per the enclosed detailed quote.
- Prices in this proposal are for all new products and do not include costs for relocation/disposal of existing furniture. NOTE: OP will be happy to provide for this if required and more detailed information is provided about the existing furniture.

CANCELLATION OR CHANGES:

- Order cancellation or changes shall be subject to each manufacturer's change and cancellation policy.
- Products quoted on this proposal are considered "special order" as they are configured and specified in finishes and materials specific to this project. These products are not returnable, refundable, or subject to change unless agreed to by the manufacturer. All products are subject to each manufacturer's policy on changes and returns. Any freight, handling, or restocking charges required to process changes shall be the responsibility of the Buyer.

DELIVERY AND INSTALLATION CONDITIONS:

- Labor services for any additional work required will be quoted based on the following hourly rates:
 - Standard installation rate is \$48.00 per man hour and Overtime installation rate is \$72.00 per man hour
 - Normal business hours of installation are defined as Monday through Friday 7:30am to 4:30pm
 - Sunday/Holiday rate is \$96.00 per man hour
- The installation space shall provide an adequate staging area for all products ordered, access to a freight elevator and loading dock.
- The installation space shall be substantially complete with regard to construction, including carpet, cove base and ceiling work and shall be free and clear of construction trades except electricians and voice/data cabling contractors connecting and cabling the furniture.
- If changes are required that result in the need for additional overtime, multiple phases or a compressed installation schedule or if circumstances beyond the control of OP dictate, additional labor costs will be presented via an Additional Services Form along with a quote based on applicable hourly rates.
- Buyer shall make arrangements for a licensed electrician to be present for hard wiring of the electrical power whips and for voice/data cabling contractor for routing of any data/communication cabling through the furniture.
- As applicable, Electrical connections to the building structure and any necessary permitting of furniture electrical are not included in this scope.
- As applicable, Within the City of Houston or any other jurisdiction which may require it, Buyer shall make arrangements for a licensed electrician to obtain necessary permits required for the furniture electrical as well as make all power connections and install all receptacles within the furniture.
- As applicable, Voice and Data communication cabling within the furniture are not included in this scope.



Proposal

OP
10030 Bent Oak Drive
Houston, TX 77040
Phone: 713-803-0000
Fax: 713-803-0001
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Order Number	48599
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Page	4 of 4

- Special Note Regarding Stone Tops
 - Due to the fragile nature of stone products, larger stone pieces will be moved, delivered and installed by a qualified stone installation company. OP will coordinate and make every effort to provide the appropriate level of service.

DELAYS:

- If product cannot be delivered and installed at the job site as scheduled and agreed upon, OP will notify buyer immediately, re-route the products, off-load, unpack and inspect all goods for potential freight damage, file any applicable freight claims if necessary and store products in our warehouse until site is ready to receive products.
- Any product requiring re-routing due to circumstance beyond the control of OP will be subject to double handling costs and/or potential applicable storage fees. If storage fees become applicable, Buyer will be notified and a separate proposal will be provided
- All product will be invoiced as received at OP.

ADDITIONAL PAYMENT TERMS:

- 100% deposit will be required pending credit approval if current terms indicate "pending credit verification".
- Visa, MasterCard and American Express are accepted forms of payments for purchases up to \$5,000. Credit card payments will be processed 100% at time of order entry.
- Invoicing occurs after the initial walk-through/Punch List has been approved by the Buyer or upon substantial completion of project.
- 10% of Invoice may be withheld until Punch List is resolved.
- Should other invoicing procedures be required, please notify Accounts Receivable at OP.

SECURITY INTEREST:

- OP retains title (a security interest) to this furniture until it is paid for in full. Customer hereby grants OP a security interest in any and all furniture, fixtures, supplies and product provided to Customer by OP (the "Collateral") and any and all proceeds from such Collateral. Such Collateral is more fully described in the attached specifications. The security interest is hereby granted to secure the payment of any and all indebtedness of Customer to OP for the Collateral provided.

SAFETY: Please inform OP if there are any safety requirements that must be completed prior to the install.

Customer Signature

Date

Name



May 21, 2021

Mr. Ryan Key
College Station City Hall

RE: Warranty Extension

Dear Ryan:

Please accept this letter as confirmation of the extension of Herman Miller's standard warranty to 12 years on Nevi products and 15 years on Canvas and Tu products for the City of College Station project. Applicable orders should be placed with our dealer, OP – Houston, against Herman Miller internal contract number ANZ751 for appropriate warranty tracking.

All other warranty terms are according to Herman Miller's standard published warranty.

Thank you. We appreciate the opportunity to serve City of College Station.

Sincerely,

HERMAN MILLER

Scott W. Wagasky
Contract Manager

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2021

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 Van Wyk Risk Solutions 150 Ottawa Ave NW Suite 1000 Grand Rapids, MI 49503	CONTACT NAME: Justin Haan PHONE (A/C, No. Ext): (616)-942-5070 FAX (A/C, No): (616)-942-8199 E-MAIL ADDRESS: justinh@vanwykcorp.com														
INSURED Marnoy Interests, Ltd dba OP 10030 Bent Oak Dr. Houston, TX 77040	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Insurance</td> <td>19445</td> </tr> <tr> <td>INSURER B : The Phoenix Ins Co (Travelers)</td> <td>25623</td> </tr> <tr> <td>INSURER C : AIG Assurance Company</td> <td>40258</td> </tr> <tr> <td>INSURER D : Capitol Specialty Insurance Corporation</td> <td>10328</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance	19445	INSURER B : The Phoenix Ins Co (Travelers)	25623	INSURER C : AIG Assurance Company	40258	INSURER D : Capitol Specialty Insurance Corporation	10328	INSURER E :		INSURER F :	
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INSURER D : Capitol Specialty Insurance Corporation	10328														
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	5180237	3/1/2021	3/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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	\$																				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			2961665	3/1/2021	3/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ZUP-31M03302-21-NF	3/1/2021	3/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 6,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 6,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 6,000,000	AGGREGATE	\$ 6,000,000		\$								
EACH OCCURRENCE	\$ 6,000,000																				
AGGREGATE	\$ 6,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	012015984	3/1/2021	3/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																			
D	Professional Liability			SGC05976	3/1/2021	3/1/2022	\$1,000,000														

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

City of College Station, its officers, agents, volunteers and employees are included as additional insured to the general liability per written contract. Waiver of subrogation applies to the general liability and workers compensation per written contract.

CERTIFICATE HOLDER City of College Station 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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June 24, 2021
Item No. 9.5.
Charter Amendment

Sponsor: Carla Robinson, City Attorney

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding proposed amendments to the College Station City Charter.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): It is recommended that the Council consider the proposed charter amendments and provide direction on proceeding with a charter amendment election on November 2, 2021.

Summary: During the February 5, 2021, Council retreat, the Council discussed the possibility of holding a special election on November 2, 2021, to propose charter amendments to the voters related to ethical requirements for city council members. In particular, the Council discussed proposing a change to Section 116 of the charter related to personal interests. The current language, adopted in 2012, requires city officials and employees to comply with state law pertaining to conflicts of interest. Prior to 2012, officials and employees were prohibited from having any financial interest direct or indirect in any contract with the City or from being financially interested directly or indirectly in the sale to the City of any land, materials, supplies or services. The current language is less restrictive than the former. During the February 5th retreat, the Council indicated a general desire to move back to the more restrictive requirement as it applies to city council members and an interest in calling a special election to ask the voters to decide.

Further, at the February 5th retreat, the Council determined to include in a possible charter amendment election a new section that would require city council members to both disclose any campaign contributions in excess of \$500.00 and abstain from participating in and voting on any matter before the Council if the matter before the Council would materially benefit the campaign contributor.

To proceed with a November 2, 2021, special election, the Council will need to consider the ballot language proposed for these two changes and provide any direction. The Council will subsequently consider an ordinance calling the special election at the July 22, 2021, council meeting.

Budget & Financial Summary: The cost to hold a special election includes the publication costs to publish notice of the special election as required by law. This cost is estimated as \$9,000.

Attachments:

1. Charter Amendment Proposition Language 06 24 21

AMENDMENT NO. 1

Shall Article XII (General Provisions), Section 116 (Personal Interest) of the College Station City Charter be amended to read as follows?

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

Personal Interest

Section 116. ~~Members of the City Council and officers or employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171. No member of the City Council shall have a financial interest direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested directly or indirectly in the sale to, or purchase from, the City of any land, materials, supplies or services except on behalf of the City; provided, however, that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation. Any violation of this section with the knowledge express or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.~~

AMENDMENT NO. 2

Shall Article XII (General Provisions) of the College Station City Charter be amended to add a new section requiring City Council Members to both disclose any campaign contribution in excess of \$500.00 by filing an affidavit with the City Secretary and abstain from participating in and voting on any matter before the City Council if the matter before the City Council would materially benefit the campaign contributor or any business entity in which the campaign contributor has a substantial interest?

Campaign Contributions

The acceptance of a campaign contribution in excess of five hundred dollars (\$500.00) by any City Council Member shall create a conflict of interest based on an appearance of impropriety with regard to any matter before the City Council that would materially benefit a campaign contributor or any business entity in which the campaign contributor has a substantial interest. Campaign contributions shall include loans, offsets to expenditures, and in-kind donations. For purposes of this section, a substantial interest in a business entity shall have the same meaning for campaign contributors as set out in TEXAS LOCAL GOVERNMENT CODE § 171.002 for local public officials. It shall be the responsibility of the campaign contributor, and not the City Council Member, to identify their substantial business interests impacted by this section.

Should a conflict of interest arise under this section, the conflicted City Council Member shall recuse themselves, stating the grounds for the conflict of interest on the record by filing an affidavit with the City Secretary, withdrawing from debate on the issue, excusing themselves from the meeting room while the item is being considered, and abstaining from the vote on the matter. The recusal requirement applies only to contributions made to the City Council Member for their current elected position and not to any prior elected positions held.

In the event a quorum cannot be obtained because of recusals pursuant to this section, abstention is not required, and the impacted City Council Members may remain in the meeting room and debate and vote on the matter as long as the nature of the conflict of interest is fully disclosed on the record.

June 24, 2021

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None