College Station, TX

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

October 28, 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

Legal Advice

a. Private activity bonds under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA)

Personnel {Gov't Code Section 551.074};

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

a. City Attorney
b. City Municipal Court Judge
c. City Auditor
d. City Manager

e. Council Self Evaluation

Competitive Matters {Gov't Code Section 551.086);

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

a. Power Supply

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

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

Speaker Protocol

An individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session 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. Proclamation recognizing the Faith Riders for their achievements with 4-H in Brazos County.

Sponsors: Ian Whittenton

Attachments: 1. 210920 -- The Faith Riders

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 an overview of strategies and methods to address traffic congestion and mobility issues.

Sponsors: Jason Schubert

Attachments: None

7.2. Presentation, discussion, and possible action on a review of solar power, City-supported programs, and utilization of solar panels at City facilities.

Sponsors: Pat McIntyre

Attachments: None

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:
• October 14, 2021 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM101421 DRAFT Minutes

8.2. Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Electric Warehouse Single-Phase Padmount Transformers with estimated annual expenditure in the amount not to exceed $654,440 awarded to KBS Electrical Distributors Inc.

Sponsors: Michael DeHaven

Attachments: 1. 21-064 BID AWARD

8.3. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY22 in the amount of $46,730.

Sponsors: Michael DeHaven

Attachments: 1. Solid Waste Fund Funding Agreement - Keep Brazos Beautiful

8.4. Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreements for Various Materials for CSU Electric, with estimated annual expenditures through Anixter Inc. for $75,164 KBS Electrical Distributors for $253,016.51 and Techline for $1,303,689.25. The total recommended award is for an amount not to exceed $1,631,869.76.

Sponsors: Michael DeHaven

Attachments: 1. BID 21-071 Award Various Materials For CSU Electric

8.5. Presentation, discussion, and possible action on a bid award for the annual purchase of sodium hypochlorite, which will be maintained by water services and expended as needed. The total recommended award is $160,425 to DXI Industries.

Sponsors: Gary Mechler

Attachments: 1. Bid Tabulation

8.6. Presentation, discussion, and possible action on a five-year service agreement with Emergicon, LLC for EMS medical billing, accounts receivable, delinquent accounts collections, medical records requests, and fire billing and other related fire and EMS billing and records services not to exceed $225,000 per year.

Sponsors: Michael DeHaven

Attachments: 1. 21300592 Emergicon LLC Agreement 9-22-21 final

8.7. Presentation, discussion, and possible action regarding the second renewal of the Master Agreement between the City of College Station and The Reynolds Company (TRC) for the purchase of Rockwell Automation products and services for maintenance of Water Services Department SCADA infrastructure for a not to exceed amount of $150,000.

Sponsors: Gary Mechler

Attachments: 1. Agreement

8.8. Presentation, discussion, and possible action regarding the approval of an annual price agreement for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews or to be delivered to the job site as requested for the maintenance of streets to BPI Materials LLC for

$1,200,000 and Knife River Corporation - South for $800,000. The total annual not to exceed expenditure is $2,000,000.

Sponsors: Pete Caler

Attachments: 1. 21-070 bid tabulation

8.9. Presentation, discussion, and possible action on approval of the 2021 Property Tax Roll in the amount of $54,446,371.84.

Sponsors: Michael DeHaven

Attachments: 1. C2 2021 Levy Totals
2. C2 2021 Levy Notification

8.10. Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of $85,000 to the professional services contract with Kirksey Architects, Inc. for the Renovation of 1207 Texas Avenue Project.

Sponsors: Emily Fisher

Attachments: 1. Kirksey Change Order #001

8.11. Presentation, discussion, and possible action regarding: approval of a resolution to support the adoption and approval of the Texas Opioid Abatement and Fund Council and Settlement Allocation Term Sheet, approval of a Settlement Participation Form electing to participate in the "Distributor Settlement" and releasing all claims, approval of a Settlement Participation Form electing to participate in the "Janssen Settlement" and releasing all claims; and authorization for the Mayor to execute all documents on behalf of the City.

Sponsors: Carla Robinson

Attachments: 1. Opioid Subdivision Participation Form JNJ 10 14 21
2. Opioid Subdivision Settlement Participation Form 10 14 21
3. Opioid Settlement Resolution Final

8.12. Presentation, discussion, and possible action on approval of Change Order No. 1 to the construction contract with Vaughn Construction in the amount of $17,962 for aquatic facilities improvements

Sponsors: Steve Wright

Attachments: 1. Adamson Lagoon Pool Deck Proposal
2. Aquatics Facilities Additional Work Proposal

9. Regular Items.

9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural to GS General Suburban for approximately 30 acres generally located west of the intersection of W.S. Phillips Parkway and Brewster Drive.

Sponsors: Brandi Tedrick

Attachments: 1. Ordinance
2. Background Information
3. Vicinity, Aerial, and Small Area Map
4. Rezoning Map
5. Rezoning Exhibit
6. Applicant's Supporting Information

9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance,“ Article 4, "Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from C-3 Light Commercial and GS General Suburban to PDD Planned Development District for approximately 0.6 acres located at 1201 Wellborn Road and 104 Southland Street, generally located east of the intersection of FM 2154 (Wellborn Road) and Southland Street.

Sponsors: Brandi Tedrick

Attachments:
1. Ordinance
2. Background Information
3. Vicinity, Aerial, and Small Area Map
4. Rezoning Map
5. Concept Plan
6. Rezoning Exhibit
7. Applicant's Supporting Information

9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance," Article 4, "Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District on approximately 13 acres located at 4003 State Highway 6 South, generally located at the corner of Midtown Drive and the State Highway 6 Frontage Road.

Sponsors: Jesse Dimeolo

Attachments:
1. Ordinance
2. Concept Plan
3. Background Information
4. Vicinity Map, Aerial, and Small Area Map
5. Rezoning Map
6. Rezoning Exhibit
7. Applicant's Supporting Information
8. Ordinance #2010-3300

9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.8 "Requirements for Park Land Dedication," of the Code of Ordinances of the City of College Station, Texas in its entirety, including amending the official Park Zones Map.

Sponsors: Michael Ostrowski

Attachments:
1. Ordinance Amendment - UDO 8.8 Parkland Dedication
2. Park Zones Map
3. Ordinance Amendment - UDO 8.8 Parkland Dedication - Redlined

9.5. Presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan Future Land Use and Character Map from Suburban Commercial to Urban for approximately 10 acres, generally located at 1660 Graham Road.

Sponsors: Alyssa Halle-Schramm

Attachments:
1. Background Information
2. Vicinity Aerial and Small Area Maps
3. Applicant Supporting Information

4. Comprehensive Plan Exhibit
5. Comprehensive Plan Amendment Map
6. Ordinance (2)

9.6. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance," Article 4, "Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural to PDD Planned Development District on approximately 10 acres of land generally located at 1660 Graham Road.

Sponsors: Alyssa Halle-Schramm

Attachments:
1. Ordinance
2. Vicinity Aerial and Small Area Maps
3. Background Information
4. Rezoning Map
5. Rezoning Exhibit
6. Applicant Supporting Information
7. Concept Plan
8. Bulk Variances Letter

9.7. Presentation, discussion, and possible action on a resolution setting a tentative schedule for a 2022 bond election and the creation of a 2022 Bond Citizen Advisory Committee.

Sponsors: Bryan Woods

Attachments:
1. 2022 Bond CAC Resolution

9.8. Presentation, discussion, and possible action on the creation of a committee to update the book detailing the history of the City of College Station.

Sponsors: Bryan Woods

Attachments: None

9.9. Presentation, discussion, and possible action regarding an appointment to the Joint Relief Funding Review Committee.

Sponsors: Ian Whittenton

Attachments: None

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.

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

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

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on October 22, 2021 at 5:00 p.m.

Tanya Smith

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."

Proclamation

Offices of the Mayors & County Judge

Whereas: The Faith Riders are a 4-H mounted drill team that performs intricate choreographed maneuvers on horseback; and

Whereas: riders can be from 8 to 18 years old; and

Whereas: they perform at rodeo events and compete against other 4-H teams as well as open competitions with adult teams; and

Whereas: in June 2021, the team competed in the Super Ride Nationals in Athens, Texas against teams from all over the United States; and

Whereas: they swept two different Quad drill divisions (4 horse) and placed 1st, 2nd and 3rd in each; and

Whereas: for the National Championship division, both Maroon and White Quads qualified; and

Whereas: the Maroon Quad took 1st place and are the new Super Ride National Champions; and

Whereas: the White Quad took 3rd place; and

Whereas: there were 20 teams that started out and five made it to the finals; and

Whereas: the full drill team also won five 1st places and an additional two 3rd places; and

Whereas: the Gray Quad, made up of coaches and two moms, won 3rd place twice; and

Whereas: at the 2021 State 4-H Horse Show in July, the team swept all divisions; 1st, 2nd and 4th places in quad drill, 1st place in theme drill and 1st place in precision drill; and

Whereas: the kids and their families have done the Brazos Valley proud and show how hard work and teamwork can truly make the dream work.

Now, Therefore: I, Andrew Nelson, as Mayor of the City of Bryan, and I, Karl P. Mooney, as Mayor of the City of College Station, and I, Duane Peters, as Brazos County Judge, and acting on behalf of our respective councils, do hereby recognize and congratulate

THE FAITH RIDERS

CITY OF BRYAN	BRAZOS COUNTY	CITY OF COLLEGE STATION
Andrew Nelson, Mayor	Duane Peters, County Judge	Karl P. Mooney, Mayor

CITY OF BRYAN
The Good Life, Texas Style.™

THE STATE OF TEXAS
COUNTY OF BRAZOS

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

October 28, 2021
Item No. 7.1.
Transportation Congestion Analysis

Sponsor: Jason Schubert

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an overview of strategies and methods to address traffic congestion and mobility issues.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): Receive the presentation and provide direction to Staff.

Summary: During the City Council Retreat in February there was a discussion item regarding traffic congestion and mobility issues. The Integrated Mobility chapter of the updated Comprehensive Plan that was adopted at the October 14th meeting included revisions to the City's planned strategic and on-going mobility-related actions. When implemented, these actions are intended to help achieve the stated goal to provide "an innovative, safe, and well-connected, multi-modal system serving all user types that is designed to support the surrounding land uses."

Staff will present an overview of traffic congestion, what has and is being done to address it, and potential future actions and approaches that could be done to evaluate and address traffic congestion and mobility issues.

Budget & Financial Summary: Budgetary impacts will depend upon the nature and extent of the strategies to be implemented and the degree to which they vary from current budgeted funding levels.

Attachments:
None

October 28, 2021
Item No. 7.2.
Utilizing Solar Power in College Station

Sponsor: Pat McIntyre

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a review of solar power, City-supported programs, and utilization of solar panels at City facilities.

Relationship to Strategic Goals:

- Financial Sustainability
- Sustainable City

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

Summary: This item was requested by Council earlier this year to be considered on a future agenda, and the presentation will review historic solar programs in College Station, along with their current state. In addition, staff will discuss the potential return on investment of solar installations on houses as well as commercial buildings.

Budget & Financial Summary: N/A

Attachments:
None

October 28, 2021
Item No. 8.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• October 14, 2021 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM101421 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
OCTOBER 14, 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 2:38 p.m. on Thursday, October 14, 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, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 2:39 p.m. on October 14, 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; and

- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas; and

B. Deliberation on the purchase, exchange, lease, or value of real property; to wit:
- An approximately 19-acre tract of land along the north frontage road of Texas State Highway 6 south of its intersection with Corporate Parkway.
- Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.

C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- City Attorney
- City Secretary
- Municipal Court Judge
- City Auditor
- City Manager
- Council Self-Evaluation

E. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:
- Potential incentives for a possible expansion of a business located within the Biocorridor area near the intersection of Health Science Center Parkway and Riverside Parkway.

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

Executive Session suspended at 6:28 p.m. and will return after the public meeting.

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

5. Hear Visitors Comments

No one signed up to speak.

6. Workshop Items

6.1. Presentation, discussion, and possible action regarding potential changes to the Dockless Bike Share Program ordinance.

Venessa Garza, Planning and Development, stated that the City Council adopted an ordinance in 2018 to regulate and permit bike share companies in the city in response to Texas A&M University's introduction of a bike share program. The ordinance currently excludes scooters and other electric modes of transportation. Since that time, there have been changes with the current operator, Veoride, to ensure a successful and orderly program, as well as interest from companies including Veoride to offer electric micro-mobility options. The term micro-mobility includes different types of micro-vehicles that are typically human powered or electric, low speed (i.e., less than 20 miles per hour) and light weight.

Micro-Vehicle Concerns

Pros:	Cons:
o Convenient alternative to human-powered micro-vehicles or cars for short distances o Expand the area riders can easily travel without a car o Potentially help alleviate traffic congestion o Veoride	o Safety concerns with stand-up scooters ▪ Less stable and controllable than bicycles and sit-down scooters ▪ Small wheel size is more sensitive to road conditions (potholes, uneven pavement, etc.) ▪ TAMU doesn't allow stand-up scooters on campus ▪ Crash and Injury data is limited

Considerations:

- Electric micro-vehicles will be hard to regulate without changes to current ordinance
- Additional micro-vehicles may require more staff resources to enforce new regulations if not followed by users

Staff proposed changes to the City's current ordinance in response to the changing environment. Bicycle, Pedestrian, and Greenways Advisory Board recommends:

- Allow shared electric micro-vehicles - Yes
- Parking - Require a "Lock-to" system
- Type:
    - Most preferred larger wheel size vs smaller for scooters
    - Most preferred stand-up scooters vs. sit-down scooters
- Service area concerns with some neighborhoods not having access depending on geofences

Ordinance Amendment Options

- Allow shared electric micro-vehicles? (Yes)
- Change Parking?
    - "Dockless" or "Lock-to" system (Lock-to system)
- Specify Types to Allow?
    - Sit-down vs. Stand-up scooters (Both)
    - Scooter wheel size: large vs. small (Possible, but not at this time)
- Define Service area
    - Everywhere vs. Pilot program/location (Pilot)
- Consider Fleet Size
    - Limit total number of micro-vehicles allowed per company (Possible, but not at this time)
    - Limit based on # of rides per day (Possible, but not at this time)

A majority of the City Council expressed to move forward with the Ordinance Amendment with shared electric micro-vehicles for both sit-down and stand-up scooters. Council also directed staff to bring back changes and recommendations.

7. <u>CONSENT ITEMS</u>

<u>Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional</u>

information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

No items pulled for discussion.

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

- **September 23, 2021 Council Meeting**

7.2. Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of $80,100 to the professional services contract with Kimley Horn and Associates, Inc for the Jones Butler Extension and Roundabout project.

7.3. Presentation, discussion, and possible action regarding the first renewal of a contract to Brazos Paving, Inc. for base failure repairs and pavement treatments in an amount not to exceed $4,613,250. This item is for contracted equipment, labor, and materials for standard maintenance activities associated with asphalt streets.

7.4. Presentation, discussion, and possible action regarding a construction contract with Larry Young Paving, Inc. in the amount of $8,799,523.75 for the Greens Prairie Road Widening Phase 2 project.

7.5. Presentation, discussion, and possible action regarding a construction contract with Jacody Construction, LP in the amount of $278,521.79 for the Fleet Upgrades - Oil Pit and Storm Drain project.

7.6. Presentation, discussion, and possible action regarding Ordinance No. 2021-4301 approving a participation agreement by and between the City, Costco Wholesale Corporation and RSR Construction Company for the development of certain public infrastructure including a detention pond and authorization of public funds in the amount of $1,239,660 for property generally located near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

7.7. Presentation, discussion, and possible action regarding a reciprocal easement and shared use agreement with Costco Wholesale Corporation for property generally located near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

7.8. Presentation, discussion, and possible action regarding a Declaration of Restrictive Covenants by and between the City of College Station and Costco Wholesale Corporation for property generally located near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

7.9. Presentation, discussion, and possible action on Ordinance No. 2021-4302 the second reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station as certificated to Bryan by the Public Utility Commission of Texas.

7.10. Presentation, discussion, and possible action regarding the approval of a contract with Oldham Goodwin Group, LLC for commercial real estate brokerage services for City-owned property in the Midtown Business Park.

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

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4303 repealing the official City of College Station Comprehensive Plan (adopted by Ordinance No. 3186) and adopting a new Comprehensive Plan as part of the 10-year update to the City of College Station Comprehensive Plan, and all associated map updates within the Bicycle, Pedestrian, and Greenways Master Plan, the Water System Master Plan, and the Wastewater System Master Plan, as the "Official City of College Station Comprehensive Plan".

Alyssa Halle-Schramm, Planning and Development, stated that this item is to consider adoption of the 10-year update to the City of College Station Comprehensive Plan. The plan update includes revised goals, policies, actions, narrative, and maps, along with associated maps from related master plans. The proposed update to the Comprehensive Plan stems from the 10-year evaluation of the plan – branded The Next 10 – that occurred during 2019 and 2020. City staff spent that time evaluating the plan, considering growth and development trends, and engaging with over 800 citizens and stakeholders from across the community. City staff have been working to implement the recommended changes, which include significant updates to the plan narrative and maps including, but not limited to, updates to the Future Land Use & Character Map and Thoroughfare Plan. In addition, associated maps from the Bicycle, Pedestrian, and Greenways Master Plan, Water System Master Plan, and Wastewater System Master Plan are included within the update.

Ms. Halle-Schramm went on to explain that changes to future land uses, density, development patterns, and thoroughfares within the Comprehensive Plan have necessitated changes to those respective maps. City staff hosted a final round of public engagement efforts throughout August and into September 2021. This included virtual participation options and in-person open houses. Over 100 participants provided feedback in-person, and staff received another 98 comments through the virtual maps and 18 online surveys during this final check on the proposed plan update. City staff made refinements based on that public input. City staff presented the relevant chapters of the updated plan to the Bicycle, Pedestrian, and Greenways Advisory Board (Chapters 5-6 and the proposed bicycle and pedestrian facilities maps) and the Parks & Recreation Advisory Board (Chapter 5). Both boards unanimously recommended approval to the Planning & Zoning Commission. At their September 16, 2021, meeting, the Planning & Zoning Commission directed staff to make three minor text revisions and recommended approval of the 10-year update to the Comprehensive Plan.

The Planning & Zoning Commission heard this item on September 16, 2021 and voted 6-0 to recommend approval of the 10-year update to the Comprehensive Plan, with minor text revisions. The Parks & Recreation Advisory Board heard this item on September 14, 2021 and voted unanimously to recommend approval. The Bicycle, Pedestrian, and Greenways Advisory Board heard this item on September 13, 2021, and voted unanimously to recommend approval. Staff recommends approval.

At approximately 8:03 p.m., Mayor Mooney opened the Public Hearing.

Theresa Holland, College Station, stated we own property of Victoria Rd and Hwy 40 and we opposed to the proposed amendment and the land use change. She also stated that she was not notified of the proposed plan change.

Brian Bochner, College Station, requested that the Council consider the impacts the connection will make on the area of Fitch and Pebble Creek Parkway. He would like to see an alternative plan considered.

Bob Cohan, College Station, stated that he was not aware of the proposed plan. The plan which connects Rooster Road is not aligned with an agreement in the Wellborn Community Plan.

There being no comments, the Public Hearing was closed at 8:30 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Mayor Mooney, to adopt Ordinance No. 2021-4303, repealing the official City of College Station Comprehensive Plan (adopted by Ordinance No. 3186) and adopting a new Comprehensive Plan as part of the 10-year update to the City of College Station Comprehensive Plan, and all associated map updates within the Bicycle, Pedestrian, and Greenways Master Plan, the Water System Master Plan, and the Wastewater System Master Plan, as the "Official City of College Station Comprehensive Plan" with the modification to the land use as proposed to the Seaback property as presented.

AMENDED MOTION: Upon a motion made by Councilmember Maloney and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4303, repealing the official City of College Station Comprehensive Plan (adopted by Ordinance No. 3186) and adopting a new Comprehensive Plan as part of the 10-year update to the City of College Station Comprehensive Plan, and all associated map updates within the Bicycle, Pedestrian, and Greenways Master Plan, the Water System Master Plan, and the Wastewater System Master Plan, as the "Official City of College Station Comprehensive Plan" with the modification to the land use as proposed to the Seaback property with additional modification to the throughfare plan to show the alignment of Corporate Parkway to Pebble Creek Parkway. The motion carried unanimously.

MOTION AS AMENDED: Upon a motion made by Councilmember Maloney and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4303, repealing the official City of College Station Comprehensive Plan (adopted by Ordinance No. 3186) and adopting a new Comprehensive Plan as part of the 10-year update to the City of College Station Comprehensive Plan, and all associated map updates within the Bicycle, Pedestrian, and Greenways Master Plan, the Water System Master Plan, and the Wastewater System Master Plan, as the "Official City of College Station Comprehensive Plan" with the modification to the land use as proposed to the Seaback property and the additional modification to the throughfare plan to show the alignment of Corporate Parkway to Pebble Creek Parkway. The motion carried unanimously.

8.2. <u>Presentation, discussion, and possible action regarding Resolution No. 10-14-21-8.2 to set a public hearing on amendments to land use assumptions, capital improvement plans, and impact fees for roadway, water, and wastewater.</u>

Jason Schubert, Carol Cotter, Planning and Development, stated that this resolution sets the date and time for a public hearing on amendments to land use assumptions, capital improvement plans, and impact fees for roadway, water, and wastewater on the November 22, 2021, City Council Regular Meeting, where Council will consider the amendments, impact fees, and associated ordinances. The

City adopted city-wide impact fees for roadway, water, and wastewater facilities in 2016. State law requires municipalities to consider updates to the impact fee studies every 5 years. Kimley-Horn & Associates, Inc. (KHA) was contracted to perform the roadway impact fee study update and Freese and Nichols, Inc. (FNI) for the water and wastewater impact fee study updates that are in progress.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 10-14-21-8.2, resolution to set a public hearing on amendments to land use assumptions, capital improvement plans, and impact fees for roadway, water, and wastewater. The motion carried unanimously.

8.3. Presentation, discussion, and possible action regarding Ordinance No. 2021-4304 consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Bryan Woods, City Manager, stated that on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, and September 6, 2021. 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 Harvell, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4304, consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency. 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.

Mayor Mooney recognized the Council of Governments work with TAMU for the use of emergency funds for medical clinics.

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 report on the 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 Harvell requested a future agenda item on neighborhood integrity and quality of life and restrictions of concerts in a neighborhood.

Councilmember Harvell requested a report on fleet maintenance and the city equipment.

Councilmember Maloney request staff to bring back items for consideration to recognizing current and pass elected officials by honoring them for their contributions to the City of College Station:

- Norma Miller
- James Massey
- Hub Kennedy
- Gary Halter
- John Nichols

Mayor Mooney requested item on the possible use of QR codes on park signs or buildings named after individuals with information on their contributions to the City.

Executive Session reconvened at 9:10 p.m.

Executive Session recessed at 11:01 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 11:01 p.m. on Thursday, October 14, 2021.

_____
Karl Mooney, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

October 28, 2021

Item No. 8.2.

Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Electric Warehouse Single-Phase Padmount Transformers with estimated annual expenditure in the amount not to exceed $654,440, awarded to KBS Electrical Distributors Inc.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Electric Warehouse Single-Phase Padmount Transformers with estimated annual expenditure in the amount not to exceed $654,440 awarded to KBS Electrical Distributors Inc.

Relationship to Strategic Goals:

1) Core Services and Infrastructure
2) Financial Sustainability

Recommendation(s): Staff recommends award of the annual price agreement with KBS Electrical Distributors Inc. This is a contract estimate and in line with amounts of past fiscal years' history for city-wide electrical warehouse needs.

Summary: Staff issued Bid #21-0064 on August 6, 2021, for Electric Single-Phase Padmount Transformers, and the Bid was opened on August 31, 2021. Six (6) responsive proposals were received and were reviewed by Electric Staff to ensure the compliance of required specifications. The award for Electric Single-Phase Padmount Transformers will be for a one-year (1) price agreement with an option to renew two (2) additional one (1) year contracts.

Priester-Mell & Nicholson was the original "Lowest Most Responsive Vendor", however they could not hold their proposed bid pricing until City Council award. Therefore, the award will go to the next "Lowest Most Responsive" vendor, KBS Electrical Distributors Inc.

Upon Council approval, staff will issue a blanket contract to the vendor, to be ordered against as Electric Warehouse manages inventory restock throughout the year.

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

Attachments:

1. 21-064 BID AWARD

BID#21-064 SINGLE PHASE PADMOUNT TRANSFORMERS
AWARD

Item #	Description	QTY	UOM	KBS $/Unit	KBS Central Moloney Extended	PM&N $/Unit	PM&N Central Moloney Extended	SETI $/Unit	SETI Extended	Summit $/Unit	Summit ABB Extended	Techline $/Unit	Techline Howard Extended	TEC $/Unit	TEC GE Prolec Extended
1	25 kVA ANSI Type I	Delivery (Weeks)		34-36wks		36		16 Weeks		54-56		24-26 wks		20-22 weeks	
		No Load Loss (Watts)			52.00		52.00		53.00		0.00		75.00		56.00
	Item: 1 (285-086-00031)	Load Loss (Watts)			332.00		332.00		314.00		0.00		242.00		258.00
	Per description for	Total Owning Cost		$	4,149.00	$	3,952.00	$	4,845.76	$	5,220.43	$	4,669.12	$	4,655.32
	corresponding item number	40	EA	$ 3,197.00	$ 127,880.00	$ 3,000.00	$ 120,000.00	$ 3,933.00	$ 157,320.00	$ 5,220.43	$ 208,817.20	$ 3,855.00	$ 154,200.00	$ 3,865.00	$ 154,600.00
2	37.5 kVA ANSI Type I	Delivery (Weeks)		34-36wks		36		16 Weeks		54-56		24-26 wks		20-22 WEEKS	
		No Load Loss (Watts)			65.00		65.00		72.00		0.00		98.00		71.00
	Item: 2 (285-086-00059)	Load Loss (Watts)			492.00		492.00		456.00		0.00		342.00		435.00
	Per description for	Total Owning Cost		$	4,810.72	$	4,633.72	$	5,504.44	$	5,365.56	$	5,631.64	$	5,277.64
	corresponding item number	30	EA	$ 3,439.00	$ 103,170.00	$ 3,262.00	$ 97,860.00	$ 4,195.00	$ 125,850.00	$ 5,365.56	$ 160,966.80	$ 4,507.00	$ 135,210.00	$ 4,021.00	$ 120,630.00
3	50 kVA ANSI Type I	Delivery (Weeks)		34-36wks		36		16 Weeks		54-56		24-26 wks		20-22 WEEKS	
		No Load Loss (Watts)			83.00		83.00		83.00		0.00		121.00		83.00
	Item: 3 (285-086-00032)	Load Loss (Watts)			577.00		577.00		592.00		0.00		431.00		559.00
	Per description for	Total Owning Cost		$	5,464.64	$	5,267.64	$	6,171.04	$	5,994.62	$	6,349.20	$	5,769.16
	corresponding item number	20	EA	$ 3,834.00	$ 76,680.00	$ 3,637.00	$ 72,740.00	$ 4,505.00	$ 90,100.00	$ 5,994.62	$ 119,892.40	$ 4,940.00	$ 98,800.00	$ 4,181.00	$ 83,620.00
4	50 kVA ANSI Type II	Delivery (Weeks)		34-36wks		36		16 Weeks		54-56		24-26 wks		20-22 weeks	
		No Load Loss (Watts)			103.00		103.00		83.00		0.00		132.00		80.00
	Item: 4 (285-086-00061)	Load Loss (Watts)			525.00		525.00		592.00		0.00		380.00		613.00
	Per description for	Total Owning Cost		$	5,071.72	$	4,900.72	$	6,171.04	$	6,655.91	$	6,574.48	$	5,302.88
	corresponding item number	10	EA	$ 3,499.00	$ 34,990.00	$ 3,328.00	$ 33,280.00	$ 4,505.00	$ 45,050.00	$ 6,655.91	$ 66,559.10	$ 5,250.00	$ 52,500.00	$ 3,597.00	$ 35,970.00
5	75 kVA ANSI Type I	Delivery (Weeks)		34-36wks		36		16 Weeks		54-56		24-26 wks		20-22 weeks	
		No Load Loss (Watts)			133.00		133.00		123.00		0.00		166.00		123.00
	Item: 5 (285-086-00033)	Load Loss (Watts)			694.00		694.00		784.00		0.00		588.00		705.00
	Per description for	Total Owning Cost		$	6,657.76	$	6,421.76	$	7,761.76	$	7,182.79	$	8,055.52	$	7,141.32
	corresponding item number	30	EA	$ 4,589.00	$ 137,670.00	$ 4,353.00	$ 130,590.00	$ 5,513.00	$ 165,390.00	$ 7,182.79	$ 215,483.70	$ 6,130.00	$ 183,900.00	$ 5,079.00	$ 152,370.00
6	100 kVA ANSI Type I	Delivery (Weeks)		34-36wks		36		16 Weeks		54-56		24-26 wks		20-22 weeks	
		No Load Loss (Watts)			148.00		148.00		159.00		0.00		214.00		112.00
	Item: 6 (285-086-00034)	Load Loss (Watts)			934.00		934.00		934.00		0.00		680.00		1104.00
	Per description for	Total Owning Cost		$	7,948.76	$	7,741.76	$	8,609.40	$	8,134.41	$	9,775.16	$	8,981.32
	corresponding item number	20	EA	$ 5,265.00	$ 105,300.00	$ 5,058.00	$ 101,160.00	$ 5,890.00	$ 117,800.00	$ 8,134.41	$ 162,688.20	$ 7,477.00	$ 149,540.00	$ 6,013.00	$ 120,260.00
7	167 kVA ANSI Type I	Delivery (Weeks)		34-36wks		36		16 Weeks		54-56		24-26 wks		20-22 weeks	
		No Load Loss (Watts)			246.00		246.00		202.00		0.00		341.00		232.00
	Item: 7 (285-086-00035)	Load Loss (Watts)			1322.00		1322.00		1512.00		0.00		907.00		1353.00
	Per description for	Total Owning Cost		$	10,791.96	$	10,603.96	$	11,275.80	$	10,645.16	$	15,145.36	$	11,779.76
	corresponding item number	10	EA	$ 6,875.00	$ 68,750.00	$ 6,687.00	$ 66,870.00	$ 7,053.00	$ 70,530.00	$ 10,645.16	$ 106,451.60	$ 11,900.00	$ 119,000.00	$ 7,835.00	$ 78,350.00
GRAND TOTAL FOR BID #21-064					**$ 654,440.00**		**$ 622,500.00**		**$ 772,040.00**		**$1,040,859.00**		**$ 893,150.00**		**$ 745,800.00**

Vendor could not hold pricing until Annual Price Agreement is Awarded

October 28, 2021
Item No. 8.3.
Funding Agreement with Keep Brazos Beautiful

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY22 in the amount of $46,730.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure

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

Summary: As part of the 2021-2022 budget process the City Council approved funding for Keep Brazos Beautiful in the amount of $46,730.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2021-2022 Solid Waste Fund.

Attachments:
1. Solid Waste Fund Funding Agreement - Keep Brazos Beautiful

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 22300005 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of Solid Waste Funds with Keep Brazos Beautiful

Name of Contractor: Keep Brazos Beautiful, Incoporated

CONTRACT TOTAL VALUE: $ 46,730

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

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Funding for this contract was approved in the FY22 Budget and is available in the Solid Waste Fund.

Budget Code: 52149100-6720 San-ND-Exp-Nonoper-Contrib

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
LEGAL DEPARTMENT DATE

_____ _____
ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

_____ _____
MAYOR (if applicable) DATE

_____ _____
CITY SECRETARY (if applicable) DATE

__Original(s) sent to CSO on _____ *Scanned into Laserfiche on _____* *____Original(s) sent to Fiscal on _____*

CITY OF COLLEGE STATION FUNDING AGREEMENT FOR PAYMENT AND USE OF SOLID WASTE FUNDS WITH KEEP BRAZOS BEAUTIFUL, INCORPORATED

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation ("City") and the **KEEP BRAZOS BEAUTIFUL, INC** a Texas Non – Profit Corporation ("Agency").

WHEREAS, City has the objective of improving the environment of the community via litter abatement, beautification, and public education; and

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

WHEREAS, the City desires to assist Agency in providing litter abatement and community enhancement efforts; and

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

ARTICLE I
DEFINITIONS

1.1 **Agency** means Keep Brazos Beautiful, Incorporated, a Texas Non-Profit Corporation.

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

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

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

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

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

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

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

ARTICLE II
STATEMENT OF WORK

2.1 Agency shall promote and facilitate activities that enhance the beautification of the local area through education, community events, and litter abatement programs in the City of College Station. Agency agrees that no more than **THIRTY-FOUR THOUSAND NINE HUNDRED AND NINETY DOLLARS AND NO/100 DOLLARS ($34,990.00)** from the City of College Station shall be spent for general operations of Agency to conduct such programs.

2.2 Agency shall provide pass-through funding for the Community Enhancement Grant, which includes several events and public landscape projects. Event and project proposals shall be submitted to City in writing for approval. Upon written approval from City, Agency shall implement and complete the Community Enhancement project according to the requested timeline. Agency agrees that no more than **ELEVEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS ($11,740.00)** from the City of College Station shall be spent for Community Enhancement projects. Agency shall implement the following projects:

(a) **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,500.00)** of Community Enhancement funding shall be used to support contracted commitments of community enhancement to local gateways, parks and other projects. Agency shall coordinate and obtain approval of each project from the City Manager or his delegate prior to implementing project. Such projects shall be submitted for approval as stated in 2.2 above.

(b) **TWO THOUSAND AND NO/100 DOLLARS ($2,000.00)** of Community Enhancement funding shall be used for the purchase of supplies, equipment, and services for the annual Don't Mess With Texas Trash-Off event.

(c) **THREE THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS ($3,240.00)** of Community Enhancement funding will be used to support the Annual Awards Gala through event sponsorship and table purchase for City staff and award recipients.

(d) **FOUR THOUSAND AND NO/100 DOLLARS ($4,000.00)** of Community Enhancement funding will be used for the purchase of supplies, equipment, and services for the Wildflower Seeds project.

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

ARTICLE III
PAYMENT

3.1 For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **FOURTY- SIX THOUSAND SEVEN HUNDRED AND THIRTY AND NO/100 DOLLARS ($46,730.00)** to be paid as follows:

(a) The total amount of **THIRTY-FOUR THOUSAND NINE HUNDRED AND NINETY DOLLARS AND NO/100 DOLLARS ($34,990.00)** shall be paid from the City's Solid Waste Fund for the general operations of Agency. Payments will be made in four (4) quarterly installments of **$8,747.50**. These appropriated funds shall be used during the period of October 1, 2021 to September 30, 2022.

(b) The total amount of **ELEVEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS ($11,740.00)** shall be paid from the City's Solid Waste Fund for Community Enhancement Projects approved in writing in advance by City:

(1) Agency shall submit invoice to City requesting payment for public landscape and community enhancement projects. Payment(s) shall be made within thirty (30) days of receipt of invoice.

(2) Agency shall submit invoice to City requesting payment for the purchase of supplies, equipment and services for the Don't Mess With Texas Trash-Off event. Payment shall be made within thirty (30) days of receipt of invoice.

(3) Agency shall submit invoices to City requesting payment for Annual Awards Gala related expenditures. Payment shall be made within thirty (30) days of receipt of invoice.

(4) Agency shall submit invoices to City requesting payment for Wildflower Seeds project related expenditures. Payment shall be made within thirty (30) days of receipt of invoice.

3.2 Funding will also be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th of each contract year).

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

3.4 Other limitations regarding consideration.

(a) It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

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

(c) Funding from the City may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV
RECORDS AND REPORTS

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

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

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

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

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

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

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

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

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

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

ARTICLE V
AGENCY BOARD OF DIRECTORS

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

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

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

ARTICLE VI
TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2021 and terminates at midnight October 31, 2022. However, the program period shall begin October 1, 2021 and terminates at midnight September 30, 2022. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

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

(b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.

(c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(d) Further, upon termination pursuant to §6.2, Agency will provide City:

(1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City

(2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

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

6.3 Automatic Termination and Breach.

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

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

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

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

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

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

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

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

ARTICLE VII
INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

ARTICLE VIII
INSURANCE

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

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

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

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

(a) Commercial General Liability;

(b) Business Automobile Liability; and

(c) Workers' Compensation/Employer's Liability.

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

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

(b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit D**; and shall be approved by the City before work begins.

(c) Agency shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

(d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.

(e) The City will not accept "claims made" policies.

(f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

(a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.

(c) Limits of liability must be equal to or greater than $1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000.00. Limits shall be endorsed to be per project.

(d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.

(e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

(a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.

(c) Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.

(d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

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

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

(a) Employer's Liability minimum limits of liability not less than $1,000,000 for each accident/each disease/each employee are required;

(b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and

(c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE IX
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

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

Agency:
Keep Brazos Beautiful, Incorporated
Attn: Kathryn Hitt, Board President
1713 Broadmoor Dr. Ste. 302
Bryan, TX 77802

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

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

(a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;

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

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

List of Exhibits:

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

KEEP BRAZOS BEAUTIFUL, INC

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager
Date: _____

Exhibit A
Statement of Financial Position

KEEP BRAZOS BEAUTIFUL, INC.

Balance Sheet

As of September 30, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Prosperity Bank Checking - 8571	67,274.80
Prosperity Bank MMA - 2504	46,295.42
Total Bank Accounts	**$113,570.22**
Accounts Receivable	
Accounts Receivable	240.00
Total Accounts Receivable	**$240.00**
Total Current Assets	**$113,810.22**
Fixed Assets	
Furniture and equipment	0.00
Accumulated Depreciation	-5,466.00
Original Cost	7,202.00
Total Furniture and equipment	**1,736.00**
Total Fixed Assets	**$1,736.00**
TOTAL ASSETS	**$115,546.22**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	0.00
Federal Taxes (941/944)	826.30
Total Payroll Liabilities	**826.30**
Total Other Current Liabilities	**$826.30**
Total Current Liabilities	**$826.30**
Total Liabilities	**$826.30**
Equity	
Unrestricted net assets	178,643.03
Net Income	-63,923.11
Total Equity	**$114,719.92**
TOTAL LIABILITIES AND EQUITY	**$115,546.22**

Exhibit B
Narrative Summary of Activity

Upcoming Programs (May 2021 through September 2021)

- Annual Awards Luncheon, Rescheduled from May, TBD.
- KBB Board Retreat, June
- Keep Texas Beautiful Conference, June
- Texas Reds Festival participation, September
- Keep America Beautiful Conference, November

2020-2021 Goals

We are excited to continue participating in the Memorial Tree Program, Brazos Valley Earth Day, Texas Reds, Texas Trash Off, our Community Tree Sale, the demonstration garden, the annual wildflower seed project, and Annual Awards Luncheon in 2021-2022. These programs have been very successful in past years, and have served as an excellent opportunity to engage the community and promote our vision that a clean and beautiful community helps to improve the economic vitality, health, safety, and quality of life for everyone. We will be furthering our mission to educate and engage Brazos County citizens to keep our community clean, green and beautiful through increased time spent educating students in our schools, continuing our grant and scholarship programs, new adult education programs, reinstating Yard of the Month and Business of the Month programs and participating in events such as Earth Day, Texas Arbor Day, and America Recycles Day.

2021-2022 Funding Request

Our community has benefited from the partnership between the City of College Station and Keep Brazos Beautiful through numerous education, beautification and recycling programs during the tenure of our partnership. It is our belief that our organization benefits all sectors of the community though providing better quality of life for our citizens. Continued support of governmental agencies such as Brazos County, the City of Bryan and the City of College Station, as well as local businesses, civic organizations, and citizens who understand the benefits we bring to our community are vital to our mission. As the only local non-profit agency committed to life-enhancing issues of environmental quality, we are asking for your continued support for our operations and programs. In order to meet the goals, we have outlined for 2021-2022, we are requesting a total of $46,730 in funding from the City of College Station. This amount is the same as was provided last year.

Sincerely,

Erin Stewart
Executive Director

Exhibit C
Performance Measures

KEEP BRAZOS BEAUTIFUL
KEEP AMERICA BEAUTIFUL AFFILIATE

979-775-3569
1713 Broadmoor, Ste. 302
Bryan, TX 77802

May 4, 2020

Mary Ellen Leonard
City of College Station
1101 Texas Ave.
College Station, TX 77842

Dr. Ms. Leonard,

Keep Brazos Beautiful, Inc. (KBB) appreciates the sustained partnership we have had with the City of College Station for many years. KBB is proud to unite with The City to promote our shared vision, and to support our mission to educate and engage local citizens to keep our community clean, green and beautiful. It is our goal to improve the economic vitality, safety, health and the quality of life of our community at minimal cost to all tax payers. This budget transmittal letter is provided to explain our request for funding, for the fiscal year 2021-2022, as well as to provide a brief synopsis of our accomplishments and goals looking forward.

2020-2021 Activity

The 2020-2021 year has created a need to reimagine how we accomplish our mission! With all the changes brought forth this year and last due to COVID-19, we have been able to focus more education. This is something we are excited to continue in coming years. With the help of our board, we have made great accomplishments this year. Each of the programs we have been able to have had continued growth, and we our internship program that has helped us complete our mission to a degree we never expected! We anticipate this trend of success to continue in the year to come.

YTD Program Recap (October 2020 through March 2021)

- Wildflower seed planting in October 2020 by TxDot.
- Community Tree sale in October 2020.
- Texas Arbor Day- Planted 6 trees in November 2020.
- America Recycles Day Art Contest in November 2020.
- City Park Cleanups in February 2020.
- Texas Trash Off, scheduled for April 2021. Has been modified to proper CDC guidelines.
- Earth Day Week, scheduled for April 2020. Has been reformatted to an online event.
- Ongoing Litter Toolkit program with over 25 cleanups conducted through March 2021.

Exhibit D
Certificates of Insurance

KEEPBRAZ-1 EVELYN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/14/2021

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: Evelyn Stein, ACSR
PHONE (A/C, No, Ext): (979) 774-6212 FAX (A/C, No): (979) 774-5372
E-MAIL ADDRESS: stein@anco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Keep Brazos Beautiful Inc
1713 Broadmoor Dr Suite 302
Bryan, TX 77802

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR			61SBAAN1XDB	9/1/2021	9/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Hired/Non Owned	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of College Station
Attn: Risk Management
P.O. 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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/23/2021

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 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

Julie Sturm, Agent
State Farm Insurance
400 Tarrow St
College Station, TX 77840

CONTACT NAME: Julie Sturm
PHONE (A/C, No, Ext): 9797761300 FAX (A/C, No): 9792601626
E-MAIL ADDRESS: julie.sturm.b3zv@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Co	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Keep Brazos Beautiful Inc
1713 Broadmoor Dr Ste 302
Bryan, TX 77802

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Texas Mutual Insurance Co			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A	Y	Policy#SBP-0001224531	05/24/2021	05/24/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Non-Profit Organization
We will notify certificate holder 30 days of cancellation
*Workers Comp Policy has blanket waiver of subrogation endorsement

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

Julie Sturm 53-8566

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SEPTEMBER 8, 2021

Policy Number: 61 SBA AN1XDB

Policy Holder Name: Keep Brazos Beautiful Inc.

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

The Hartford

HOW TO REACH US

If you have questions, you can reach The Hartford the following ways:

ONLINE BY VISITING
https://business.thehartford.com

POLICY QUESTIONS
1-877-853-2582,
Monday - Friday
7 a.m. - 7 p.m. CT

24 HOUR CLAIMS HOTLINE
1-800-327-3636, always open

SC 50 53 10 18

SEPTEMBER 8, 2021

Welcome to The Hartford

Policy Number: 61 SBA AN1XDB

We and ANCO INS SVC BRYAN CLG STATION INC thank you for your business. Enclosed is your new business insurance policy. It includes forms, notices, disclosures and other important information about your coverage. In some cases, you may have paperwork that requires your special attention. If so, you'll see those documents packaged together right after this letter.

WHAT TO DO NEXT

Want a digital version of your policy? We make it easy. You can download a copy instantly when you access your account online. Plus, you'll also be able to quickly and easily do things like:

- Pay bills
- Request certificates of insurance
- Ask questions

Visit https://business.thehartford.com to get started today.

Sincerely,

The Hartford

SC 50 59 10 18

IMPORTANT NOTICE TO POLICYHOLDERS

Enclosed is your spectrum policy from the Hartford. We are providing you with a complete set of policy forms, notices and brochures. In the interest of paper conservation and to reduce expenses, at renewal of this policy we will be providing you only with those documents which have changed from those now being provided. You should retain all of these documents indefinitely so that you will have a complete set of policy forms at all times for your reference.

If you have questions, or if at any time you need copies of any of the forms listed on your policy you may access them by registering for access to the customer service portal at business.TheHartford.com. You may also request them by calling your Hartford agent or broker, or the office of the Hartford identified on your policy, as appropriate.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2021

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 be endorsed. If SUBROGATIONIS 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 INS SVC BRYAN CLG STATION INC
61610070
PO BOX 3889
BRYAN TX 77805

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 853-2582
FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Keep Brazos Beautiful Inc.
1713 BROADMOOR DR STE 302
BRYAN TX 77802-5220

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] X General Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			61 SBA AN1XDB	09/01/2021	09/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			61 SBA AN1XDB	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			61 SBA AN1XDB	09/01/2021	09/01/2022	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

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
Susan L. Castaneda

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

IMPORTANT NOTICE TO POLICYHOLDERS
THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

1. A panel of third party incident response service providers
2. Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
3. Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
4. White papers, blogs and webinars from leading privacy and security practitioners
5. Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636.**

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

1. The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
2. Registration is required to access the Cyber Center. You may register as many users as necessary.
3. Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.

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THE HARTFORD

BUSINESS OWNER'S POLICY

Form: SC 00 12 10 18
00206588

Together We Prevail™

Declarations: Business Owner's Policy

Policy Number: 61 SBA AN1XDB

Policy Period: 09/01/2021 to 09/01/2022, 12:01 a.m., Standard time at your mailing address shown here. Exception: 12 noon in New Hampshire.

Insurer:
Hartford Underwriters Insurance Company, a property and casualty company of The Hartford.

One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:
Keep Brazos Beautiful Inc.
1713 BROADMOOR DR STE 302
BRYAN, TX 77802-5220

Type of Business: Association - Civic Non Profit

Name of Agency/Broker:
ANCO INS SVC BRYAN CLG STATION INC
PO BOX 3889
BRYAN, TX 77805

Code: 61610070

Previous Policy Number:
New

Organization Type: Corporation

Audit Period: Non-Auditable

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL PREMIUM:	$724*

*Total Premium includes the premium for all Coverage Parts issued to you in this policy, as well as any companion policies delivered with this policy. Total Premium includes any applicable fees and surcharges. Total Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

Countersigned by: Susan L. Castaneda 09/08/2021

Authorized Representative Date

A Business Owner's Policy typically covers property and business liability risks. Generally, Property insurance pays you if a covered cause of loss damages property that you own, rent or lease. Business liability insurance pays in certain cases where something you do or something you own causes injury or damage to someone

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.

else, or someone else's property. Please see the coverages and limits described in your Declarations for details regarding the insurance you purchased.

Glossary of Terms*

TERM	DEFINITION
Audit Period	Your Policy period, which may be auditable or non-auditable. If your Policy is auditable, we will examine your business records to determine actual exposures for final premium calculation.
Base Coverage Form	Each Coverage Part has a form that explains, generally, what is and is not covered. This is the first building block of the Coverage Part. All other forms directly or indirectly modify the Base Coverage Form and are attached to it.
Coverage Part	A section of the Policy for a particular coverage. Unless otherwise stated in a specific Coverage Part, a Coverage Part consists of a Declarations page, a Base Coverage Form, all forms that modify the Base Coverage Form, and other forms applicable to the Coverage Part or the entire Policy.
Declarations	The part of the insurance contract that specifies the named insured, address, policy period, covered locations, limits of insurance and other key information such as forms applicable to the Coverage Part.
Policy	A contract between you and us to provide you with certain insurance coverages. Your Spectrum Business Owner's Policy consists of all Coverage Parts and forms common to some or all Coverage Parts.
PREMIER STRETCH®	A unique feature of The Hartford's policy is an optional enhancement to the policy which increases the limit of insurance for several coverages and adds new coverages to the policy.
PREMIER STRETCH® Blanket Limit	Provides a single limit of insurance that applies to more than one Coverage. Coverages subject to the STRETCH® Blanket Limit may also have additional limits of insurance which would apply in addition to the STRETCH® Blanket Limit.

*The terms and definitions contained in the Glossary of Terms are provided to help you better understand your Business Owners Policy and how it is constructed. These terms and definitions are not definitions that apply to any Coverage Part or Policy you have purchased and should not be construed as such. Please refer to the applicable provisions in your coverage parts or policies for complete details of the defined terms, including but not limited to the applicable Definitions section of such Coverage Part or Policy.

Declarations: Locations and Location-Based Coverages

Here's how your Business Owner's insurance coverage and limits apply to your business locations (LOC). If you have more than one location or building (BLDG), we break out your coverage and limits separately for each LOC.

LOC 1, BLDG 1

Class: Association - Civic Non Profit
Location: 1713 BROADMOOR DR STE 302 BRYAN,TX 77802-5220
Construction Type: Frame
Year Built: 1985
Property Deductible: $1,000

Valuation
Business Personal Property (BPP): Replacement Cost

LOC 1, BLDG 1: LOCATION-BASED COVERAGES AND FEATURES	LIMIT OF INSURANCE
Covered Property (Form Number SP 00 00 10 18)	
Business Personal Property, includes: • Tenant's Improvements and Betterments • Personal Property of Others	$18,000
Business Personal Property (BPP) - Business Personal Property Limit - Additional Seasonal Increase %	25% - Included
Building	$0

Declarations: Property Coverage Part

The coverages listed below apply to the location(s) for which you purchased property coverage. The limits in the right-hand column show the maximum amount we'll pay. Read the entire Coverage Part to determine your rights, duties and what is and is not covered under the coverages listed below.

PREMIER STRETCH® Blanket Limit: $500,000

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SP 30 23 10 18	ACCOUNTS RECEIVABLE	Included in PREMIER STRETCH® Blanket Limit
SP 30 18 10 18	ARSON AND THEFT REWARD	$10,000
SP 30 57 10 18	BACK-UP OF SEWERS AND DRAINS COVERAGE	Included[2]
SP 30 31 10 18	BRANDS AND LABELS	Included[2]
SP 30 59 10 18	BUILDING PROPERTY OF OTHERS	$100,000
SP 30 13 10 18	BUSINESS INCOME AND EXTRA EXPENSE	
	Extended Business Income	180 days
	Limit Type	Actual Loss Sustained
	Period of Restoration	12 months
	Waiting Period	None
SP 30 19 10 18	BUSINESS INCOME FOR CIVIL AUTHORITY ORDERS	
	Duration of Coverage	30 days
	Waiting Period	None
SP 30 40 10 18	BUSINESS INCOME FOR OFF-PREMISES UTILITY SERVICES	
	Limit	$150,000
	Waiting Period	12 hours
SP 30 14 10 18	BUSINESS INCOME FROM DEPENDENT PROPERTIES	
	Limit	$150,000
	Period of Restoration	12 months
	Waiting Period	None
SP 30 45 10 18	BUSINESS INCOME FROM OFF-PREMISES OPERATIONS	
	Extended Business Income	180 days
	Limit	$150,000
	Waiting Period	None
SP 30 47 10 18	BUSINESS INCOME FROM WEBSITES	
	Limit	$75,000
	Max Period of Restoration	7 days
	Waiting Period	12 hours
SP 30 32 10 18	CLAIM EXPENSE	$100,000
SP 30 00 10 18	COLLAPSE	Included[2]

Declarations: Property Coverage Part

CONTINUED

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SP 30 60 10 18	COMPUTERS WORLDWIDE	Included in PREMIER STRETCH® Blanket Limit
SP 30 37 10 18	CONTRACT PENALTIES	$25,000
SP 30 01 10 18	DEBRIS REMOVAL	Included in PREMIER STRETCH® Blanket Limit
	Limit	25% of amount paid for covered loss
SP 30 29 10 18	ELECTRONIC DATA	
	Stretch Policy Year Limit	Included in PREMIER STRETCH® Blanket Limit
SP 30 42 10 18	EMPLOYEE DISHONESTY COVERAGE - EXCLUDES ERISA COMPLIANCE	$100,000
SP 30 02 10 18	EQUIPMENT BREAKDOWN	Included[2]
	Deductible	Property Deductible
	Defense	Included
	Expediting Expenses	$50,000
	Hazardous Substances	$50,000
	Supplementary Payments	Included
SP 30 38 10 18	EXPEDITING EXPENSES	$100,000
SP 30 55 10 18	FINE ARTS COVERAGE	$100,000
SP 30 03 10 18	FIRE DEPARTMENT SERVICE CHARGE	Included in PREMIER STRETCH® Blanket Limit
SP 30 04 10 18	FIRE EXTINGUISHER RECHARGE	Included[2]
SP 30 16 12 19	FORGERY COVERAGE (INCLUDING CREDIT CARDS, CURRENCY AND MONEY ORDERS)	$150,000
SP 30 46 10 18	FRAUDULENT TRANSFER COVERAGE	$100,000
SP 30 05 10 18	GARAGES, STORAGE BUILDINGS, AND OTHER APPURTENANT STRUCTURES	$50,000
SP 30 06 10 18	GLASS EXPENSE	Included[2]
SP 30 22 10 18	IDENTITY RECOVERY FOR BUSNESSOWNERS AND EMPLOYEES	
	Deductible	$250
	Limit	$15,000
	Lost Wages and Child and Elder Care Expense	$250 per day, $5,000 per policy year
	Mental Health Sublimit	$1,500
SP 30 30 10 18	INTERRUPTION OF COMPUTER OPERATIONS	
	Period of Restoration	12 months
	Policy Year Limit	$100,000

Declarations: Property Coverage Part

CONTINUED

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
	Waiting Period	12 hours
SP 30 07 10 18	LEASE ASSESSMENT	$2,500
SP 30 54 10 18	LEASEHOLD IMPROVEMENTS	$25,000
SP 30 17 10 18	LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE	
	Limit	$50,000
	Period of Restoration	30 days
SP 30 08 10 18	LOCK AND KEY REPLACEMENT	$1,000
SP 30 36 03 20	LOST KEYS	$10,000
SP 30 28 10 18	MONEY AND SECURITIES COVERAGE	
	Inside the Premises Limit	$10,000
	Outside the Premises Limit	$5,000
SP 30 24 10 18	NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	
	Newly Acquired or Constructed BI/EE Limit	$1,000,000
	Newly Acquired or Constructed BPP Limit	$1,500,000
SP 30 39 10 18	NON-OWNED DETACHED TRAILERS	Included in PREMIER STRETCH® Blanket Limit
SP 30 50 10 18	OFF-PREMISES UTILITY SERVICES - DIRECT DAMAGE	$100,000
SP 30 11 12 19	ORDINANCE OR LAW COVERAGE	
	Increased Cost of Construction & Demolition Costs Limit	$25,000
	Undamaged Part Limit	$25,000
SP 30 25 10 18	OUTDOOR PROPERTY	$150,000
SP 31 35 10 18	OUTDOOR SIGNS ON PREMISES	$100,000
SP 30 33 10 18	PAIRS OR SETS	Included[2]
SP 30 53 10 18	PAVED SURFACES	$100,000
SP 30 09 10 18	PERSONAL EFFECTS	Included in PREMIER STRETCH® Blanket Limit
SP 30 20 10 18	POLLUTANTS AND CONTAMINANTS CLEAN UP AND REMOVAL	$15,000
SP 30 10 10 18	PRESERVATION OF PROPERTY	45 days
SP 30 26 10 18	PROPERTY OFF-PREMISES	$150,000
SP 30 34 10 18	SALESPERSONS SAMPLES	$25,000
SP 30 51 10 18	SPOILAGE	Included in PREMIER STRETCH® Blanket Limit
	Business Income Limit	$100,000
	Waiting Period	12 hours

Declarations: Property Coverage Part

CONTINUED

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SP 30 49 10 18	SUMP OVERFLOW OR SUMP PUMP FAILURE	$100,000
SP 30 44 10 18	THEFT DAMAGE TO BUILDING	Included[2]
SP 30 61 10 18	TRANSIT BUSINESS INCOME	
	Limit	$100,000
	Period of Restoration	12 months
	Waiting Period	None
SP 30 48 10 18	TRANSIT COVERAGE	$100,000
SP 30 52 10 18	UNAUTHORIZED BUSINESS CARD USE	$25,000
SP 30 12 10 18	VALUABLE PAPERS AND RECORDS	Included in PREMIER STRETCH® Blanket Limit
SP 30 35 10 18	VALUATION CHANGES: COMMODITY, FINISHED AND MERCANTILE STOCK	Included
SP 30 27 10 18	WATER DAMAGE, OTHER LIQUID, POWDER OR MOLTEN MATERIAL DAMAGE	Included[2]

[2]Included within Covered Property Limit(s) (Building and/or Business Personal Property)

ALL OTHER PROPERTY FORMS	
Form Number	**Form Name**
SP 20 08 10 18	PERILS SPECIFICALLY EXCEPTED
SP 00 00 10 18	SPECIAL PROPERTY COVERAGE FORM
SP 01 42 10 18	TEXAS CHANGES - SPECIAL PROPERTY COVERAGE FORM
G-4164-0	TEXAS FLOOD INSURANCE DISCLOSURE NOTICE

PROPERTY COVERAGE PREMIUM:	$266*

* Price is subject to fees and surcharges. For more details, refer to Page 10

Declarations: Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	$1,000,000
	General Aggregate Limit	$2,000,000
	Liability and Medical Expenses Limit	$1,000,000
	Medical Expenses Limit	$10,000
	Personal and Advertising Injury Limit	$1,000,000
	Products-Completed Operations Aggregate Limit	$2,000,000
	Property Damage Liability Deductible	No Deductible
ADDITIONAL BUSINESS LIABILITY COVERAGES		
SL 30 32 10 18	BLANKET ADDITIONAL INSURED BY CONTRACT	Included[1]
SL 02 27 10 18	HIRED AUTO AND NON-OWNED AUTO - TEXAS	Included[1]

[1]Included in Business Liability Limit(s)

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	**Form Name**
SL 20 54 10 18	EXCLUSION - FUNGI, BACTERIA AND VIRUSES
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM
SL 30 34 10 18	EXCLUSION - TOTAL LIQUOR LIABILITY
SL 20 84 10 18	EXCLUSION OF COVERAGE FOR SPECIAL EVENTS
SL 90 02 10 18	IMPORTANT NOTICE TO POLICYHOLDERS - EXCLUSION - SILICA - TEXAS
SL 90 05 10 18	IMPORTANT NOTICE TO POLICYHOLDERS - ASBESTOS HAZARD EXCLUSION - TEXAS
SL 01 42 10 18	TEXAS CHANGES - BUSINESS LIABILITY COVERAGE FORM

BUSINESS LIABILITY COVERAGE PREMIUM:	$201*

* Price is subject to fees and surcharges. For more details, refer to Page 10

Declarations: Other Liability Coverages

Your policy also includes the following additional liability Coverage Parts or polices. Please see the applicable Declaration form for details.

DECLARATION FORM NUMBER	COVERAGE NAME	PREMIUM
SL 55 74 10 18	Employment Practices Liability Insurance	Included

Declarations: Common Forms

Your policy includes the Common Forms listed below. These forms apply to all Coverage Parts on your policy.

FORM NUMBER	FORM NAME
SC 00 00 10 18	COMMON POLICY CONDITIONS
SC 00 01 10 18	DECLARATIONS: BUSINESS OWNER'S POLICY
SC 70 00 12 20	DISCLOSURE - CAP ON LOSSES - TERRORISM RISK INSURANCE ACT
G-3116-5	IMPORTANT NOTICE - TEXAS
SC 50 63 06 20	IMPORTANT NOTICE TO POLICYHOLDER'S
SC 90 04 10 18	IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS
100722	INSURANCE POLICY BILLING INFORMATION
SC 50 31 10 18	PRODUCER COMPENSATION NOTICE
SC 00 12 10 18	SPECTRUM BUSINESS OWNER'S POLICY JACKET
SC 01 42 10 18	TEXAS CHANGES - COMMON POLICY CONDITIONS
SC 90 16 10 18	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
SC 90 15 10 18	US DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS

Declarations: Other Charges

States laws and regulations may require you to pay taxes, fees, surcharges or other costs. We've listed those charges below

DESCRIPTION	COST
Other Premiums	
Policy Base Premium	$243
Terrorism Premium	$14

Declarations: Employment Practices Liability Coverage Part

COVERAGE PROVIDED BY THIS COVERAGE PART IS CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE DEDUCTIBLE. PAYMENTS OF CLAIM EXPENSES ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMITS OF LIABILITY. PLEASE READ THE COVERAGE PART CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. UPON TERMINATION OF THIS COVERAGE PART, EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE.

This Declarations Page, with Common Policy Conditions, Employment Practices Liability Coverage Form and Endorsements, if any, shall together constitute this Employment Practices Liability Coverage Part, which in turn forms a part of the Policy Number shown below.

The Nuclear Energy Liability Exclusion (Form SL 20 06) of the Policy to which this Coverage Part is attached also applies to this Coverage Part.

Policy Number: 61 SBA AN1XDB

Policy Period
Effective date: 09/01/2021
Expiration date: 09/01/2022
12:01 A.M., Standard time at the address of the named insured as stated herein. 12 noon in New Hampshire.

Insurer:
Hartford Underwriters Insurance Company
One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:
Keep Brazos Beautiful Inc.
1713 BROADMOOR DR STE 302
BRYAN, TX 77802-5220

PREMIUM: Included

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.

CONTINUED

Declarations: Employment Practices Liability Coverage Part

POLICY PERIOD **EFFECTIVE DATE:** 09/01/2021 **EXPIRATION DATE:** 09/01/2022
12:01 A.M., Standard time at the address of the named insured as stated herein. Exception: 12 noon in New Hampshire.

LIMITS OF LIABILITY

EACH CLAIM LIMIT: $25,000
ANNUAL AGGREGATE LIMIT: $25,000

RETROACTIVE DATE: 09/01/2021
If no date is entered, the Retroactive Date is the same as the effective date of this Coverage Part.

DEDUCTIBLE: $ Each claim

Form Numbers of Forms and Endorsements that apply:

FORM NUMBER	FORM NAME
SL 55 34 10 18	WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY
SL 55 59 10 18	TEXAS NOTICE
SL 55 02 10 18	EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)
SL 55 43 10 18	TEXAS AMENDATORY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY
SL 55 37 10 18	RETROACTIVE DATE ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY
SL 55 36 10 18	THIRD PARTY LIABILITY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY
SL 55 74 10 18	DECLARATIONS - EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

Countersigned by: Susan L. Castaneda 09/08/2021

Authorized Representative Date

SPECIAL PROPERTY COVERAGE FORM

SPECIAL PROPERTY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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SPECIAL PROPERTY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G., PROPERTY DEFINITIONS.**

A. COVERAGE

We will pay for direct physical loss of or direct physical damage to Covered Property at the premises described in the Declarations (also called "scheduled premises" in this Coverage Part) caused by or resulting from a Covered Cause of Loss.

1. Covered Property

Covered Property as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. Buildings, meaning the building(s) and structure(s) described in the Declarations, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery; and

(b) Equipment;

(4) Your personal property in apartments, rooms or common areas furnished by you as landlord;

(5) Building Glass, meaning glass that is part of a building or structure;

(6) Personal property owned by you that is used to maintain or service the buildings or structures on the premises, including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(7) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the buildings or structures;

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the "scheduled premises", used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the building(s) or structure(s) described in the Declarations at the "scheduled premises" or in the open (or in a vehicle) within 1,000 feet of the building(s) or structure(s) or within 1,000 feet of the "scheduled premises", whichever distance is greater, including:

(1) Property you own that is used in your business;

(2) Tools and equipment owned by your “employees”, which are used in your business “operations”;

(3) Property of others that is in your care, custody or control;

(4) “Tenant improvements and betterments”;

(5) Leased personal property for which you have contractual responsibility to insure, unless otherwise provided for under this Coverage Part; and

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(6) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control and for which the lease holds you responsible.

2. Property Not Covered

Covered Property does not include:

a. Aircraft (including “unmanned aircraft”, other than “unmanned aircraft” held for sale);

b. Automobiles, motortrucks and other vehicles subject to motor vehicle registration;

c. Automobiles held for sale;

d. Trailers or semi-trailers except as otherwise provided for in this Coverage Part;

e. "Money”, bank notes and "securities", except as otherwise provided in this Coverage Part;

f. Contraband, or property in the course of illegal transportation or trade;

g. Land, whether or not resurfaced with stone, gravel or similar layer or a paved surface, (including land on which the property is located), land improvements, water (including water that is natural, metered water that is purchased from a utility company or other supplier, water that is located within a swimming pool, and/or bulk containerized water which is used for a fire suppression system. This does not include containerized water that is “stock”), growing crops, standing timber or lawns (other than lawns which are part of a vegetated roof);

h. Outdoor fences, radio or television antennas (including satellite dishes), including their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than “stock” of trees, shrubs or plants or trees, shrubs or plants which are sold but not delivered or which are part of a vegetated roof), except as otherwise provided for in this Coverage Part;

i. Watercraft (including motors, equipment and accessories) while afloat;

j. “Valuable papers and records” (including the cost to research, replace or restore the information on "valuable papers and records"), except as otherwise provided for in this Coverage Part;

k. "Electronic data" (including the cost to research, replace or restore “electronic data”) except as otherwise provided for in this Coverage Part. This Paragraph **k**. does not apply to your “stock” of prepackaged software;

l. Accounts, bills, food stamps, other evidences of debt or accounts receivable, except as otherwise provided for in this Coverage Part;

m. “Computer(s)” which are permanently installed in aircraft, watercraft, motor truck, or other vehicles subject to motor vehicle registration;

n. Live eggs, embryos and cells;

o. Animals, unless owned by others and boarded by you, or if owned by you, only as “stock” while inside of buildings, except as otherwise provided for in this Coverage Part; and

p. Property that is more specifically covered, insured or described elsewhere within this Coverage Part or in any other policy, except for the excess of the amount due (whether you can collect on it or not) from other insurance.

3. Covered Causes of Loss

Covered Cause of Loss means direct physical loss or direct physical damage unless the loss or damage is excluded or limited in this Coverage Part.

4. Limitations

a. We will not pay for loss of or damage to:

(1) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;

(2) Property that has been transferred to a person or to a place outside the "scheduled premises" on the basis of unauthorized instructions, except as otherwise provided for in this Coverage Part; or

(3) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

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(a) The building or structure first sustains physical damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet, or ice on the building or structure.

b. Pets and animals are covered only if they are:

(1) Stolen; or

(2) Their destruction is made necessary by or are killed by a "specified cause of loss".

c. For direct physical loss or direct physical damage by theft, the following types of property are covered only up to the limits shown:

(1) $2,500 for furs, fur garments and garments trimmed with fur;

(2) $5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $500 or less per item;

(3) $2,500 for patterns, dies, molds and forms; and

(4) $500 for stamps, lottery tickets held for sale and letters of credit.

d. We will not pay for loss or damage to lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:

(1) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(2) Changes in or extremes of temperature;

(3) Frost or hail; or

(4) Rain, snow, ice or sleet.

e. The most we will pay for direct physical loss or direct physical damage to outdoor signs attached to buildings is $5,000 per sign in any one occurrence.

5. Additional Coverages

Additional Coverages may be attached to this Coverage Part by endorsement and would be shown in the Declarations. Unless otherwise stated, the Limits of Insurance available under these Additional Coverages are subject to and not in addition to the Limits of Insurance in this Coverage Form.

6. Coverage Extensions

Coverage Extensions may be attached to this Coverage Part by endorsement and would be shown in the Declarations. Unless otherwise stated, the Limits of Insurance available under these Coverage Extensions are in addition to the Limits of Insurance in this Coverage Form.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Earth Movement

(1) Earthquake, meaning a shaking or trembling of the earth's crust, including tremors and aftershocks, resulting in breaking, shifting, rising, settling, sinking or lateral movement;

(2) Landslide, including any earth sinking, rising or shifting related to such event;

(3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface;

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But if Earth Movement, as described in Paragraphs **(1)** through **(4)** above, results in fire or explosion damage to Covered Property, we will pay for the physical loss or physical damage to Covered Property caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action damage to Covered Property, we will pay for the physical loss or physical damage caused by that fire or volcanic action.

Volcanic action means direct physical loss or direct physical damage resulting from the eruption of a volcano when the direct physical loss or direct physical damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust, or particulate matter; or

(c) Lava flow.

With respect to coverage for volcanic action as set forth in **5(a)** through **5(c)** above, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or direct physical damage to Covered Property.

This Exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by weather, an act of nature or by an artificial, man-made or other cause.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for direct physical loss or direct physical damage to Covered Property caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

c. Nuclear Hazard

(1) Nuclear reaction, nuclear radiation or radioactive contamination, however caused, whether intentional or unintentional. This includes, but is not limited to, the release, dispersal or application of radioactive material, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination or radioactive force.

(2) When state standard fire policy law requires that we cover any resulting fire damage, we will pay only for the resulting damage to Covered Property caused by that resulting fire, if the fire would be covered under this Coverage Part. We will pay only the actual cash value for the damaged property. Therefore, we will not pay for any indirect or related loss(es), such as Business Income, Extra Expense, legal liability, or leasehold interest loss(es).

d. Utility Services

The failure of “communication supply services”, “power supply services”, “wastewater removal services”, “water supply services” or other utility service supplied to the "scheduled premises", however caused, if the failure:

(1) Originates away from the “scheduled premises”; or

(2) Originates at the “scheduled premises” but only if such failure involves equipment used to supply the utility service to the “scheduled premises” from a source away from the “scheduled premises”.

Failure of any utility service includes lack of sufficient capacity and reduction in supply necessary to maintain normal “operations”.

But if physical loss or physical damage to Covered Property by a Covered Cause of Loss results, we will pay for that resulting physical loss or physical damage.

e. War and Military Action

(1) War, including undeclared or civil war;

(2) Hostile or warlike action, in time of peace or war, including action in hindering, combating or defending against an actual or expected attack, by any of the following:

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(a) Government or sovereign power (including quasi and de facto forms), or by any authority maintaining or using military, naval or air forces;

(b) Military, naval or air forces; or

(c) An agent of such government, power, authority or forces.

(3) Invasion, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering, combating or defending against such actual or expected event by any government, power, authority, forces or agents described in Paragraphs **(2)(a)** through **(2)(c)** above.

f. Water

(1) Flood, surface water, waves (including tidal waves and tsunami), tides, tidal water, overflow of streams or any other natural or man-made bodies of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water or sewage that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings;

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraphs **(1)**, **(3)** or **(4)**, or material carried or otherwise moved by mudslide or mudflow.

But if any of the above in Paragraphs **(1)** through **(5)**, results in fire, explosion or sprinkler leakage damage to Covered Property, we will pay for the direct physical loss or direct physical damage caused by that fire, explosion or sprinkler leakage.

(6) Water damage caused by or resulting from earthquake or volcanic eruption as described in Exclusion **1.a., Earth Movement**.

This Exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(6)**, is caused by an act of nature or by an artificial, man-made or other cause.

g. "Fungi", Wet Rot or Dry Rot

Presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.

But if "fungi", wet rot or dry rot results in a "specified cause of loss" to Covered Property, we will pay for the loss or damage caused by the "specified cause of loss".

This exclusion does not apply when "fungi", wet rot or dry rot results from fire or lightning.

h. Virus or Bacteria

(1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

(2) With respect to any loss or damage subject to the exclusion in Paragraph **(1)** above, such exclusion supersedes any exclusion relating to "pollutants and contaminants".

i. Ordinance Or Law

(1) The enforcement of or compliance with any ordinance or law:

(a) Regulating the construction, use or repair of any property; or

(b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion applies whether the loss results from:

(a) An ordinance or law that is enforced even if the property has not been damaged; or

(b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

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j. Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer(s)"

(1) Destruction or corruption of "electronic data" caused by virus, malicious code or similar instruction introduced into or enacted on a "computer" system (including "electronic data") or a network to which it is connected, designed to destroy or corrupt "electronic data";

(2) Unauthorized viewing, copying or use of "electronic data" (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as theft;

(3) Manipulation of your "computer" system including "electronic data" by any person(s), for the purpose of diverting or destroying "electronic data" or causing fraudulent or illegal transfer of any property;

(4) Interruption in normal "computer" function on network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;

(5) Unexplained or indeterminable failure, malfunction or slowdown of a "computer" system, including "electronic data" or the inability to access or properly manipulate the "electronic data";

(6) Complete or substantial failure, disablement or shutdown of the internet, regardless of cause;

(7) The inability of a "computer" system to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

But if direct physical loss or direct physical damage occurs to Covered Property from a resulting Covered Cause of Loss, we will pay for that resulting direct physical loss or direct physical damage. Mere loss of use or loss of functionality of any property is not considered physical loss or physical damage

2. We will not pay for loss or damage caused by or resulting from:

a. Electrical Apparatus

(1) Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(a) Electrical or electronic wire, device, appliance, system or network; or

(b) Device, appliance, system or network utilizing cellular or satellite technology.

(2) For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(a) Electrical current, including arcing;

(b) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(c) Pulse of electromagnetic energy; or

(d) Electromagnetic waves or microwaves.

But if fire damage to Covered Property results, we will pay for the direct physical loss or direct physical damage caused by fire.

(3) We will pay for loss or damage to "computer(s)" due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

(a) An occurrence that took place within 1,000 feet of the "scheduled premises"; or

(b) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 1,000 feet of the "scheduled premises".

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion damage to Covered Property, we will pay for the direct physical loss or direct physical damage caused by that fire or combustion explosion. We will also pay for direct physical loss or direct physical damage to Covered Property caused by or resulting from the explosion of gases or fuel

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within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

e. Other Types of Loss

(1) Wear and tear;

(2) Rust, corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, mold, spore or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply with respect to the breakdown of “computer(s)”;

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if direct physical loss or direct physical damage to Covered Property by a "specified cause of loss" or building glass breakage results, we will pay for that resulting direct physical loss or direct physical damage.

f. Frozen Plumbing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You use all reasonable means to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

g. Dishonesty

Dishonest or criminal act (including theft) by you, anyone else with an interest in the property, any of your or their partners, "members", officers, "managers", “employees”, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose whether acting alone or in collusion with any other party.

This exclusion:

(1) Applies whether or not an act occurs during your normal hours of “operation”;

(2) Does not apply to acts of destruction by your “employees” or authorized representatives; but theft by your “employees” or authorized representatives is not covered.

With respect to accounts receivable and “valuable papers and records”, this exclusion does not apply to carriers for hire.

h. False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

i. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

j. Collapse

(1) Collapse, including any of the following conditions of property or any part of the property:

(a) An abrupt falling down or caving in;

(b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph **(1)(a)** or **(1)(b)** above.

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But if collapse results in direct physical loss or direct physical damage to Covered Property caused by a Covered Cause of Loss at the “scheduled premises”, we will pay for the direct physical loss or direct physical damage caused by that Covered Cause of Loss.

(2) This exclusion does not apply to collapse caused by one or more of the following:

(a) A "specified cause of loss";

(b) Breakage of building glass;

(c) Weight of rain that collects on a roof; or

(d) Weight of people or personal property.

k. Pathogenic or Poisonous Biological or Chemical Materials

The deliberate or intentional dispersal or application of any pathogenic or poisonous biological or chemical materials.

But if direct physical loss or direct physical damage to Covered Property by fire results, we will pay for the resulting direct physical loss or direct physical damage caused by that fire.

l. Pollution

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants and contaminants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any "specified cause of loss." But if the discharge, dispersal, seepage, migration, release or escape of “pollutants and contaminants” results in damage to Covered Property caused by a "specified cause of loss", we will pay for the physical loss or physical damage caused by that "specified cause of loss."

m. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

n. Errors, Omissions, or Deficiency in Design

Errors, omissions, or deficiency in design in:

(1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or

(2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or direct physical damage to Covered Property caused by resulting fire, explosion or sprinkler leakage.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data".

However, we will pay for direct physical loss or direct physical damage to Covered Property caused by lightning.

p. Installation, Testing, Repair

Errors, omissions, or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or direct physical damage to Covered Property caused by resulting fire, explosion, or sprinkler leakage.

q. Continuous Or Repeated Seepage Or Leakage Of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if direct physical loss or direct physical damage to Covered Property by a Covered Cause of Loss results, we will pay for that resulting direct physical loss or direct physical damage.

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a. Weather Conditions

Weather conditions. This exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **B.1**. above to produce the physical loss or physical damage.

b. Acts or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance

of part or all of any property on or off the "scheduled premises".

4. Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in direct physical loss or direct physical damage to Covered Property by a Covered Cause of Loss, we will pay for the direct physical loss or direct physical damage caused by that Covered Cause of Loss.

5. Testing of Certain Types of Property

We will not pay for loss or damage caused by or resulting from any of the following tests:

(a) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or

(b) An insulation breakdown test of any type of electrical equipment.

But if direct physical loss or direct physical damage to Covered Property by a "specified cause of loss" results, we will pay for the resulting direct physical loss or direct physical damage caused by that "specified cause of loss."

C. LIMITS OF INSURANCE

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

2. Building Limit - Automatic Increase

a. If covered loss or damage to Building property at a “scheduled premises” exceeds the Limit of Insurance stated in the Declarations, the Limit of Insurance available for the covered loss or damage to Building property in that occurrence will automatically increase by up to 8%.

b. The amount of increase will be:

(1) The Limit of Insurance for Buildings that applied on the most recent of the:

(a) Coverage Part inception date

(b) Coverage Part anniversary date; or

(c) The date of any other Coverage Part change amending the Building Limit,

multiplied by

(2) The 8% annualized percentage of Automatic Increase, expressed as a decimal (.08), multiplied by

(3) The number of days since the beginning of the current policy period or the effective date of the most recent Coverage Part change amending the Limit of Insurance for Buildings, divided by 365.

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Example:

The applicable Limit of Insurance for Buildings is $100,000. The Automatic Increase percentage is 8%. The number of days since the beginning of the policy period (or last Coverage Part change) is 146.

The amount of the increase is:

($100,000 x .08 x 146) divided by 365 = $3,200

3. Business Personal Property Limit - Seasonal Increase

a. If covered loss or damage to Business Personal Property exceeds the Limit of Insurance stated in the Declarations, the Limit of Insurance for Business Personal Property will automatically increase by the percentage shown in the Declarations to provide for seasonal variations.

b. This increase will apply only if all Limits of Insurance shown in the Declarations for Business Personal Property at the "scheduled premises" is at least 100% of your average monthly values during the lesser of:

(1) The 12 months immediately preceding the date the physical loss or physical damage occurs; or

(2) The period of time you have been in business as of the date the physical loss or physical damage occurs.

D. DEDUCTIBLES

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Coverage Part Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Coverage Part Deductible up to the applicable Limit of Insurance.

2. Unless a separate Deductible is indicated, the Deductible applicable to the Additional Coverages and Coverage Extensions is the Coverage Part Deductible.

3. Each Deductible applicable to this Coverage Part shall be applied separately but only to the coverage specified, and the total Deductible for all losses in any one occurrence shall be the highest Deductible amount that applies to the occurrence.

E. PROPERTY LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In that event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, we or you, after providing notice to the other party, may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss.

If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss of or damage to Covered Property:

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damaged property aside in the best possible order for examination. Also, keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim.

This will not increase the Limits of Insurance.

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However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) Resume part or all of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured or “employee”, at such times as may be reasonably required about any matter relating to this insurance or your claim, including an insured’s books and records. At our option and expense, any examination under oath may be video or audio taped as well as being recorded by stenographic record. If a written transcript is prepared of the testimony, then at our request, your answers under oath must be signed under penalty of perjury.

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

a. There has been full compliance with all of the terms of this insurance; and

b. The action is brought within 2 years after the date on which the direct physical loss or direct physical damage occurred.

5. Loss Payment

In the event of loss or damage covered by this Coverage Part:

a. At our option we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality.

b. We will give notice of our intentions within 30 days after we receive the sworn statement of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. We will determine the value of Covered Property as follows:

(1) At replacement cost (without deduction for depreciation), except as provided in **(2)** through **(10)** below.

(a) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the physical loss or physical damage.

(b) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or physical damage.

However, if the cost to repair or replace the damaged property is $2,500 or less, we will settle the loss according to the provisions of Paragraph **d.(1)(a)** above whether or not the actual repair or replacement is complete.

(c) We will not pay more for loss or damage on a replacement cost basis than the least of:

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(i) The cost to replace, on the same premises, the lost or damaged property with other property of comparable material and quality and which is used for the same purpose; or

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

(2) If the **Actual Cash Value - Buildings** option applies, as shown in the Declarations, Paragraph **(1)** above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.

(3) The following property at actual cash value:

(a) Manuscripts;

(b) Works of art, antiques or rare articles, including etchings, pictures, statuary, objects of marble, bronzes, porcelains and bric-a-brac;

(c) Household contents, except personal property in apartments or rooms furnished by you as landlord;

(d) Used or secondhand merchandise held in storage or for sale; and

(e) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

(4) Glass at the cost of replacement with safety glazing material if required by law.

(5) “Tenant improvements and betterments” at:

(a) Replacement cost if you make repairs promptly.

(b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in **(i)** above by the number of days from the installation of improvements to the expiration of the lease.

Example:

The original cost of the “tenant improvements and betterments” was $100,000. The number of days between the date the damage occurred and the expiration of the lease is 200. The number of days between the installation of the “tenant improvements and betterments” and the expiration of the lease is 500.

The proportionate value is:

($100,000 x 200) divided by 500 = $40,000

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing, if others pay for repairs or replacement.

(6) "Valuable papers and records", at your incurred cost of:

(a) Blank materials for reproducing the records (including blank prepackaged programs when replaced); and

(b) Labor to transcribe or copy the records and to research, replace or restore the lost information, including research and development documentation.

To the extent “valuable papers and records” are not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "valuable papers and records" were stored, with blank media of substantially identical type.

(7) "Money" and "securities":

(a) "Money" at its face value; and

(b) "Securities" at their value at the close of business on the day the loss is discovered.

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(8) The value of United States Government Internal Revenue taxes and custom duties and refundable state and local taxes paid or fully determined on the following property held for sale will not be considered in determining the value of Covered Property:

(a) Distilled spirits;

(b) Wines;

(c) Rectified products; or

(d) Beer.

(9) "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

(10) Applicable to accounts receivable:

(a) If you cannot accurately establish the amount of the accounts receivable outstanding as of the time of physical loss or physical damage the following method will be used:

(i) Determine the total of the average monthly value of accounts receivable for 12 months immediately preceding the month in which the direct physical loss or physical damage occurred; and

(ii) Adjust the total determined in paragraph **(i)** above for any normal fluctuations in the value of accounts receivable for the month in which the direct physical loss or physical damage occurred for any demonstrated variance from the average of that month.

(b) The following will be deducted from the total value of accounts receivable, however that value is established:

(i) The value of the accounts for which there is no physical loss or physical damage;

(ii) The value of the accounts that you are able to re-establish or collect;

(iii) A value to allow for probable bad debts that you are normally unable to collect; and

(iv) All unearned interest and services charged.

e. Our payment for physical loss of or physical damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payment will satisfy your claims against us for the owners' property.

We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against "suits" arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, if you have complied with all the terms of this Policy, and:

(1) We have reached agreement with you on the amount of loss, or

(2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable Policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of Paragraph **F.6., Transfer Of Rights of Recovery Against Others To Us.**

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property.

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We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Insurance.

7. Salvage

In the event we pay to replace Covered Property or any component thereof, we retain our right to salvage such property.

8. Vacancy

a. Description of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in Paragraphs **(a)** and **(b)** below:

(a) When this Coverage Part is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough Business Personal Property to conduct customary operations.

(b) When this Coverage Part is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you had protected the system against freezing;

(c) Building glass breakage;

(d) Water;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the physical loss or physical damage by 15%.

F. PROPERTY GENERAL CONDITIONS

1. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

2. Mortgageholders

a. The term mortgageholder includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this Policy at our request if you have failed to do so;

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(2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Policy will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Policy:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's rights to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this Policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this Policy.

3. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Other Insurance

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

5. Policy Period, Coverage Territory

a. We cover loss or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.

b. The coverage territory is:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

6. Transfer Of Rights of Recovery Against Others To Us

a. If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

(1) Prior to a loss to your Covered Property; or

(2) After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(a) Someone insured by this insurance;

(b) A business firm:

(i) Owned or controlled by you; or

(ii) That owns or controls you; or

(c) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

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This will not restrict your insurance.

b. Any recovery from subrogation proceedings, less costs incurred by us in such proceedings, will be payable to you in the proportion that the amount of:

(1) Any applicable deductible; and/or

(2) Any provable uninsured loss,

bears to the entire provable loss amount.

G. PROPERTY DEFINITIONS

1. "Communication supply services" means property, including overhead transmission lines, supplying communication services, including telephone, radio, microwave or television services, to the "scheduled premises", such as:

a. Communication transmission lines, including optic fiber transmission lines;

b. Coaxial cables; and

c. Microwave radio relays except satellites.

2. "Computer" means:

a. Programmable electronic equipment that is used to store, retrieve and process data; and

b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

“Computer” includes those used to operate production-type machinery or equipment.

3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.

“Electronic data” it is not considered physical property under this Coverage Part and is covered only as expressly provided for in this Coverage Part. Any such coverage does not indicate that “electronic data” is considered to be tangible property subject to physical loss or physical damage for purposes of any business interruption coverage or other coverage that requires physical loss or physical damage.

4. "Employee"

a. Means:

(1) Any natural person:

(a) While in your service (and for 60 days after termination of service); and

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the premises;

(3) Any natural person who is your partner or member of a limited liability corporation;

(4) Any natural person, whether or not compensated, while performing services for you as the chairman or a member of any committee;

(5) Any natural person who is a non-compensated officer;

(6) Any natural person who is a director or trustee while acting as a member of any of your elected or appointed committees or while acting within the scope of the usual duties of an "employee";

(7) Any natural person who is a non-compensated volunteer, while performing services for you that are usual to the duties of an "employee";

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(8) Any natural person who is a former employee, director, partner, member, representative or trustee retained as a consultant while performing services for you;

(9) Any natural person who is a student intern who is pursuing studies or acting within the scope of the usual duties of an “employee”;

(10) Any natural person, who is a student enrolled in your facility, while handling or has possession of property or funds in connection with sanctioned student activities; and

(11) The spouses of and children over 18 years old who reside with any "employee" who is a building manager, superintendent or janitor. Each family is deemed to be, collectively, one "employee" for the purposes of this insurance, except that any Termination Condition applies individually to the spouse and children.

b. "Employee" does not mean:

(1) An agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Any manager, director, partner, member or trustee, except while acting within the scope of the usual duties of an “employee”.

5. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

6. "Manager" means a person serving in a directorial capacity for a limited liability company.

7. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

8. "Money" means:

a. Currency, coins and bank notes in current use; and

b. Travelers checks, registered checks and money orders held for sale to the public.

9. "Operations" means your business activities occurring at the "scheduled premises" and tenantability of the "scheduled premises".

10. "Period of restoration"

a. Means the period of time that:

(1) Begins:

(a) The number of hours shown in the Declarations after the time of direct physical loss or direct physical damage for Business Income coverage; or

(b) Immediately after the time of direct physical loss or direct physical damage for Extra Expense coverage;

caused by or resulting from any Covered Cause of Loss at the “scheduled premises”; and

(2) Ends on the earlier of:

(a) The date when the property at the "scheduled premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when your business is resumed at a new, permanent location; or

(c) Exhaustion of the number of consecutive months as shown on the Declarations.

b. Does not include any increased period required due to enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to “pollutants and contaminants”.

The expiration date of this Coverage Part will not cut short the "period of restoration".

11. "Pollutants and contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, or any other material which causes or threatens to cause physical loss, physical damage, impurity to property, unwholesomeness, undesirability, loss of

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marketability, loss of use of property, or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.

12. "Power supply services" means the following types of property supplying electricity, steam or gas, including overhead transmission lines to the "scheduled premises":

a. Utility generating plants;

b. Switching stations;

c. Substations;

d. Transformers; and

e. Transmission Lines.

13. "Scheduled premises" means any premises listed by location address in the Coverage Part Declarations.

14. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money."

Lottery tickets held for sale and postage stamps in current use and having face value are not "securities".

15. "Specified cause of loss" means the following:

Fire; lightning; explosion, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss of or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the “scheduled premises” and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under Exclusion **B.1.f., Water**. Therefore, for example, there is no coverage in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance Exclusion **B.1.f., Water**, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

However, to the extent that accidental discharge or leakage of water falls within the criteria set forth in Paragraphs **c.(1)** or **c.(2)** of this definition of "specified causes of loss", such water is not subject to the provisions of Exclusion **B.1.f., Water** which preclude coverage for surface water or water under the ground surface.

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16. “Stock” means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

17. "Suit" means a civil proceeding and includes:

a. An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.

18. “Tenant improvements and betterments” means fixtures, alterations, installations or additions:

a. Made a part of the building or structure you occupy but do not own; and

b. You acquired or made at your expense but cannot legally remove.

19. “Unmanned aircraft” means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture

to be controlled directly by a person from within or on the aircraft and which is owned by you or owned by others but in your care, custody, or control.

"Unmanned aircraft" includes equipment designed for and used exclusively with the "unmanned aircraft", provided such equipment is essential for operation of the "unmanned aircraft" or for executing "unmanned aircraft operations".

20. "Unmanned aircraft operations" means your business activities in support of the specific operations listed in the Description of Business section of the Declarations.

21. "Valuable papers and records" means inscribed, printed or written:

a. Documents;

b. Manuscripts; or

c. Records

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money", "securities" or "electronic data" or the materials on which the "electronic data" is recorded.

22. “Wastewater removal services” means a utility system for removing wastewater and sewage from the “scheduled premises”, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

23. "Water supply services” means the following types of property supplying water to the "scheduled premises":

a. Pumping stations; and

b. Water mains.

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TEXAS CHANGES – SPECIAL PROPERTY COVERAGE FORM

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. Paragraph **2.e.(4)** of Section **B.**, **EXCLUSIONS** is deleted and replaced by the following:

(4) Settling, cracking, shrinking, expansion or contraction;

B. The following changes are made to Section **E.**, **PROPERTY LOSS CONDITIONS**:

1. Paragraph **2.**, **Appraisal** is deleted and replaced by the following:

Appraisal

a. If we and you disagree on the value of the property or the amount of loss (or net income or operating expense, as regards Business Income Coverage), either party may make written demand for an appraisal of the loss.

Each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days after the written demand for an appraisal has been made.

The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, at the request of either you or us, and after the requesting party provides notice of hearing to the non-requesting party by certified mail, selection of the umpire will be made by a judge of a district court in the county where the loss occurred. Each appraiser will state separately the value of the property and amount of loss. If the appraisers submit a written report of agreement to us, the amounts agreed upon will be the value of the property and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

b. If there is an appraisal:

(1) You will still retain your right to bring a legal action against us, subject to the provisions of the Paragraph **4.**, **Legal Action Against Us Loss**; and

(2) We will still retain our right to deny the claim.

2. Paragraph **a.(2)** of Paragraph **3.**, **Duties In The Event Of Loss Or Damage** is deleted and replaced with the following:

(1) Give us prompt notice of the loss or damage. Include a description of the property involved. However, with respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss or damage that is the subject of the claim.

However, a claim may be filed after the first anniversary of the date of the loss or damage when good cause is shown by the person filing the claim.

3. Paragraph **a.(7)** of Paragraph **3.**, **Duties In The Event Of Loss Or Damage** is deleted and replaced by the following:

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.

4. Paragraph **4.**, **Legal Action Against Us** is deleted and replaced by the following:

Legal Action Against Us

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a. Except as provided in paragraph **b.**, below, no one may bring legal action against us under this insurance unless:

(1) There has been full compliance with all of the terms of this Coverage Part; and

(2) The action is brought within 2 years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.

b. With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, no one may bring a legal action against us under this insurance, unless:

(1) There has been full compliance with all the terms of this insurance; and

(2) The action is brought within the earlier of the following:

(a) Two years and one day from the date we accept or reject the claim; or

(b) Three years and one day from the date of the loss or damage that is the subject of the claim.

5. Paragraph **5. Loss Payment** is modified as follows:

a. Paragraph **b.** is deleted and replaced by the following:

Claims Handling

(1) Within 15 days after we receive written notice of claim, we will:

(a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;

(b) Begin any investigation of the claim; and

(c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(2) We will notify you in writing as to whether:

(a) The claim or part of the claim will be paid;

(b) The claim or part of the claim has been denied, and inform you of the reasons for denial;

(c) More information is necessary; or

(d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need. If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

(3) We will provide notification, as described in **(2)(a)** through **(2)(d)** above, within:

(a) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or

(b) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

(4) The term business days means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

b. Paragraph **g.** is deleted and replaced by the following:

Claims Payment

(1) We will pay for covered loss or damage within 5 business days after:

(a) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this Coverage Part, we will make payment within 5 business days after the date you have complied with such terms.

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(2) The term business days means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

c. The following provision is added and supersedes any provisions to the contrary:

Catastrophe Claims

(1) If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in 5.b. and 5.g. are extended for an additional 15 days.

(2) Catastrophe or Major Natural Disaster means a weather related event which:

(a) Is declared a disaster pursuant to the Texas Disaster Act of 1975; or

(b) Is determined to be a catastrophe by the State Board of Insurance.

d. The following provision is added and supersedes any provisions to the contrary:

Liquidated Demand

Per Texas Insurance Code, Section 862.053, a fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the Company for the full amount of such policy. This subsection shall not apply to personal property.

C. The following changes are made to Paragraph **2., Mortgageholders** of Section **F., PROPERTY GENERAL CONDITIONS**:

1. Paragraph **d.** is deleted and replaced by the following:

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Policy, the mortgage holder will still have the right to receive loss payment if the mortgage holder:

(1) Pays any premium due under this Policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 91 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Policy will then apply directly to the mortgage holder.

2. Paragraph **f.** is deleted and replaced by the following:

f. If we cancel this Policy, we will give written notice to the mortgage holder at least:

(1) 14 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

If you cancel the Policy, we will give the mortgage holder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

D. The following changes are made to Section **G., PROPERTY DEFINITIONS**:

1. Definition **10.** “Period of restoration” is deleted and replaced by the following:

“Period of restoration”

a. Mean the period of time that:

(1) Begins:

(a) The number of hours shown in the Declarations after the time of direct physical loss or direct physical damage for Business Income Coverage; or

(b) Immediately after the time of direct physical loss or direct physical damage for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the ”scheduled premises”; and

(2) Ends on the earlier of:

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(a) The date when your business is resumed at a new, permanent location. "Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that;

(b) Regulates the construction, use or repair, or requires the tearing down of any property; or

(c) Regulates the prevention, control, repair, clean up or restoration of environmental damage.

The expiration date of this Coverage Part will not cut short the "period of restoration".

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TEXAS FLOOD INSURANCE DISCLOSURE NOTICE

"Flood Insurance: You may also need to consider the purchase of flood insurance. Your insurance policy may not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur.

Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase separate flood insurance coverage with your insurance agent or insurance company, or visit www.floodsmart.gov."

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PERILS SPECIFICALLY EXCEPTED

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

As used herein, peril means a cause of physical loss or damage to property. It has this meaning whether or not it is called a peril or a cause of loss in this Coverage Part.

A. The following is added to Section **B.**, **EXCLUSIONS**:

Perils Specifically Excepted

Even if any of the terms of this Coverage Part might be construed otherwise, the following perils, as described in Paragraphs **a. and b.** below, are **SPECIFICALLY EXCEPTED FROM THIS COVERAGE PART.**

WE DO NOT COVER OR INSURE AGAINST LOSS OR DAMAGE DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY, OR WHICH WOULD NOT HAVE OCCURRED BUT FOR, EITHER OF THESE PERILS:

a. ACTS, ERRORS OR OMISSIONS

(1) Acts, errors or omissions by you or others in:

(a) Planning, zoning, developing, surveying, testing or siting property;

(b) Establishing or enforcing any building code, or any standard, ordinance or law about the construction, use or repair of any property or materials, or requiring the tearing down of any property, including the removal of its debris;

(c) The design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction of all or any part of the following:

(i) Land or buildings or other structures;

(ii) Roads, water or gas mains, sewers, drainage ditches, levees, dams, or other facilities; or

(iii) Other improvements or changes in or additions to land or other property.

(d) The furnishing of work, materials, parts or equipment in connection with the design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction of any of the above property or facilities; or

(e) The maintenance of any of such property or facilities.

(2) This exception applies whether or not the property or facilities described above are covered:

(a) Under this Coverage Part; or

(b) On or away from the “scheduled premises”.

This exception does not reduce the insurance for loss or damage caused directly by a “covered peril”.

b. COLLAPSE, "CRACKING" OR "SHIFTING"

(1) Collapse, “cracking” or “shifting” of buildings, other structures or facilities, or their parts, if the collapse, "cracking" or "shifting":

(a) Occurs during "earth movement," "volcanic eruption" or "flood" conditions or within 72 hours after they cease; and

(b) Would not have occurred but for "earth movement," "volcanic eruption" or "flood."

(2) If loss or damage by a “covered peril” ensues at the “scheduled premises”, we will pay for that ensuing loss or damage.

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(3) This exception applies whether or not there are other provisions in this Coverage Part relating to collapse, "cracking" or "shifting" of buildings, other structures or facilities, or their parts. Any such provision is revised by this endorsement to include this exception.

(4) If this Coverage Part specifically covers (by endorsement or in any other way) loss or damage caused by one or more of the following perils:

(a) “Earthquake”;

(b) “Flood”;

(c) Volcanic action;

(d) “Volcanic eruption”; or

(e) Sinkhole collapse,

this exception will not reduce that coverage.

B. Solely for the purposes of this endorsement, the following changes are made to Section **G., PROPERTY DEFINITIONS**:

1. The following definition is added:

"Cracking" means cracking, separating, shrinking, bulging, or expanding.

2. The following definition is added:

"Shifting" means shifting, rising, settling, sinking, or lateral or other movement.

3. The following definition is added:

"Earth movement" means any earth movement, including but not limited to "earthquake," landslide, mudflow, erosion, contraction or expansion, subsidence, any movement of earth resulting from water combining with the ground or soil, and any other "shifting" of earth; all whether or not combined with "flood" or "volcanic eruption." It does not include sinkhole collapse if loss by sinkhole collapse is specifically covered in this Coverage Part.

4. The following definition is added:

"Earthquake" means a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or "shifting" of rock beneath the surface of the ground from natural causes. An "earthquake" includes all related shocks and aftershocks.

5. The following definition is added:

"Volcanic eruption" means the eruption, explosion or effusion of a volcano. It does not include volcanic action if loss by volcanic action is specifically covered in this Coverage Part.

6. The following definition is added:

"Flood" means:

a. Flood, surface water, waves (including tidal waves and tsunami), tides, tidal water, high water, and overflow of streams or any other natural or man-made bodies of water, or spray from any of these, all whether driven by wind or not (including storm surge);

b. Release of water held by a dam, levy or dike or by a water or flood control device;

c. Water that backs up from a sewer or drain; or

d. Water under the ground surface pressing on, or flowing, leaking or seeping through:

(1) Foundations, walls, floors or paved surfaces;

(2) Basements, whether paved or not; or

(3) Doors, windows or other openings.

7. The following definition is added:

"Covered peril" means

a. When this Coverage Part grants coverage based on the risk of loss from a “specified cause of loss”, "covered peril" means any peril specifically named as a “specified cause of loss”; or

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b. When this Coverage Part grants coverage based on the risk of loss without specifying a “specified cause of loss”, "covered peril" means any peril not described above and not otherwise excluded or excepted from a “specified cause of loss” covered by this Coverage Part.

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COLLAPSE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5.**, **Additional Coverages**, of the Special Property Coverage Form:

Collapse

The coverage provided under this Additional Coverage applies only to an abrupt collapse as described and limited in Paragraphs **(1)** through **(6)** below.

(1) For the purpose of this Additional Coverage, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

(2) We will pay for direct physical loss or direct physical damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Part or that contains Covered Property insured under this Coverage Part, if such collapse is caused by one or more of the following:

(a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;

(d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

(i) A cause of loss listed in Paragraphs **(2)(a)** or **(2)(b)** above;

(ii) One or more of the “specified causes of loss”;

(iii) Breakage of building glass;

(iv) Weight of people or personal property; or

(v) Weight of rain that collects on a roof.

(3) This Additional Coverage does not apply to:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) A part of a building that is standing, even if it has separated from another part of the building; or

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(4) With respect to the following property:

(a) Awnings;

(b) Gutters and downspouts;

(c) Yard fixtures;

(d) Outdoor swimming pools;

(e) Piers, wharves and docks;

(f) Beach or diving platforms or appurtenances;

(g) Retaining walls; and

(h) Walks, roadways, and other paved surfaces;

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if an abrupt collapse is caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)** above, we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Part and the property is Covered Property under this Coverage Part.

(5) If personal property abruptly falls down or caves in and such collapse is not the result of an abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

(a) The collapse of personal property was caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)** of this Additional Coverage;

(b) The personal property which collapses is inside a building; and

(c) The property which collapses is not of a kind listed in Paragraph **(4)** above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **(5)** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(6) Paragraph **2.j., Collapse**, of Section **B., EXCLUSIONS**, does not apply to this Additional Coverage.

(7) This Additional Coverage does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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DEBRIS REMOVAL

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5.**, **Additional Coverages**, of the Special Property Coverage Form:

Debris Removal

(1) Subject to Paragraphs **(2)**, **(3)** and **(4)** below, we will pay your expense to remove debris of Covered Property and other debris that is on the "scheduled premises" when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or direct physical damage.

(2) Debris Removal does not apply to costs to:

(a) Remove debris of property of yours that is not insured under this Coverage Part, or property in your possession that is not Covered Property;

(b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this Coverage Part;

(c) Remove any property listed under Paragraph **A.2. Property Not Covered** except as otherwise provided for in this Coverage Part;

(d) Remove property of others of a type that would not be Covered Property under this Coverage Part;

(e) Remove deposits of mud or earth from the grounds of the "scheduled premises";

(f) Extract "pollutants and contaminants" from land or water; or

(g) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph **(4)** below, the following provisions apply:

(a) The most we will pay for the total of direct physical loss or direct physical damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to Paragraph **(3)(a)** above, the amount we will pay for debris removal expense is limited to 25% of the sum of the Deductible plus the amount that we pay for direct physical loss or direct physical damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or direct physical damage, the most we will pay for removal of other debris that is on the "scheduled premises" when such debris is caused by or results from a Covered Cause of Loss (if such removal is covered under this Additional Coverage) is $5,000 at each location.

(4) We will pay up to the Limit of Insurance listed under Debris Removal – Additional Limit in the Declarations for debris removal expense for each location, in any one occurrence of physical loss or physical damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or direct physical damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the Deductible plus the amount that we pay for direct physical loss or direct physical damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs **(4)(a)** and/or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered

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Property that has sustained loss or damage, plus the amount listed in the Declarations under Debris Removal – Additional Limit.

(5) Examples

Example 1

Limit of Insurance	$ 90,000
Amount of Deductible	$ 500
Amount of Loss	$ 50,000
Amount of Loss Payable	$ 49,500
	($50,000 – $500)
Debris Removal Expense	$ 10,000
Debris Removal Expense Payable	$ 10,000
	($10,000 is 20% of $50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the Deductible. The sum of the loss payable and the debris removal expense ($49,500 + $10,000 = $59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3)**.

Example 2

Limit of Insurance	$ 90,000
Amount of Deductible	$ 500
Amount of Loss	$ 80,000
Amount of Loss Payable	$ 79,500
	($80,000 – $500)
Debris Removal Expense	$ 40,000
Debris Removal Expense Payable	
Basic Amount	$ 10,500
Additional Limit	$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: $80,000 ($79,500 + $500) x .25 = $20,000; capped at $10,500. The cap applies because the sum of the loss payable ($79,500) and the basic amount payable for debris removal expense ($10,500) cannot exceed the Limit of Insurance ($90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense ($40,000) exceeds 25% of the loss payable plus the Deductible ($40,000 is 50% of $80,000), and because the sum of the loss payable and debris removal expense ($79,500 + $40,000 = $119,500) would exceed the Limit of Insurance ($90,000). In this example, the Debris Removal – Additional Limit shown in the Declarations is $25,000. Thus, the total payable for debris removal expense in this example is $35,500; $4,500 of the debris removal expense is not covered.

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EQUIPMENT BREAKDOWN

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.5.**, **Additional Coverages**, of the Special Property Coverage Form:

Equipment Breakdown

(1) We will pay for direct physical loss or direct physical damage to “equipment breakdown property” caused by or resulting from an “equipment breakdown accident”. If an initial "equipment breakdown accident" causes other "equipment breakdown accidents", all will be considered one "equipment breakdown accident". All "equipment breakdown accidents" that are the result of the same event will be considered one "equipment breakdown accident".

(2) Coverage Extensions

The following Coverage Extensions apply only to direct physical loss or direct physical damage to “equipment breakdown property” caused by or resulting from an “equipment breakdown accident”:

(a) Hazardous Substances

We will pay in any one occurrence for the additional cost, not to exceed the Limit of Insurance shown in the Declarations for Equipment Breakdown – Hazardous Substances, to repair or replace Covered Property because of contamination by a “hazardous substance”. This includes the expenses to clean up or dispose of such property. This does not include contamination of “perishable goods” by a refrigerant, including but not limited to ammonia.

Additional cost means those beyond what would have been required had no “hazardous substance” been involved.

This limit is in addition to the Limits of Insurance for Covered Property.

(b) Expediting Expenses

With respect to your damaged Covered Property, we will pay in any one occurrence, up to the Limit of Insurance shown in the Declarations for Equipment Breakdown – Expediting Expenses, for the reasonable and necessary additional expenses you incur to:

(i) Make temporary repairs; or

(ii) Expedite permanent repairs or permanent replacement.

This limit is in addition to the Limits of Insurance for Covered Property.

(c) Defense

If a claim or "suit" is brought against you alleging that you are liable for damage to property of another in your care, custody or control directly caused by an “equipment breakdown accident”, we will either:

(i) Settle the claim or "suit"; or

(ii) Defend you against the claim or "suit," but keep for ourselves the right to settle it at any point.

Payments under this Coverage Extension will not reduce the Limits of Insurance for Covered Property.

(d) Supplementary Payments

We will pay, with respect to any claim or "suit" we defend:

(i) All expenses we incur;

(ii) The cost of bonds to release attachments, but only for bond amounts within the Limit of Insurance. We do not have to furnish these bonds;

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(iii) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $100 a day because of time off from work;

(iv) All costs taxed against you in any "suit" we defend;

(v) Prejudgment interest awarded against you 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; and

(vi) 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 Limit of Insurance shown in the Declarations.

Payments under this Coverage Extension will not reduce the Limits of Insurance for Covered Property.

(e) Environment, Safety and Efficiency Improvements

If “equipment breakdown property” requires replacement due to loss or damage caused by or resulting from an “equipment breakdown accident”, we will pay your additional cost to replace it with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with property of comparable material and quality. This coverage does not increase any of the applicable Limits of Insurance. This coverage does not apply to any property indicated as being valued on an Actual Cash Value basis.

If you wish to retrofit air conditioning or refrigeration equipment that utilizes a refrigerant containing CFC (chlorofluorocarbon) substances to accept a non-CFC refrigerant or replace the system with a system using a non-CFC refrigerant, we will consider this better for the environment. Any associated Business Income or Extra Expense will be included in determining the additional cost, if the Business Income and Extra Expense Additional Coverage applies to this Coverage Part.

(3) Additional Conditions

(a) Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of any obligation under this Additional Coverage.

(b) Jurisdictional Inspections

If any “equipment breakdown property” requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

(c) Suspension

When any “equipment breakdown property” is found to be in or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an “equipment breakdown accident” to that “equipment breakdown property”. We can do this by mailing or delivering a written notice of suspension to:

(i) Your address as shown in the Declarations; or

(ii) The address where the “equipment breakdown property” is located.

Once suspended in this way, your insurance can be reinstated only by written notice of reinstatement from us.

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(4) We will not pay for direct physical loss or direct physical damage in any one occurrence unless the amount of direct physical loss or direct physical damage exceeds the Equipment Breakdown Deductible stated in the Declarations. We will then pay the amount of the direct physical loss or direct physical damage in excess of the Equipment Breakdown Deductible up to the applicable Limit of Insurance for Covered Property.

B. The following changes are made to Section **B.**, **EXCLUSIONS**:

1. Exclusion **B.2.a.**, **Electrical Apparatus**, is deleted.

2. Exclusion **B.2.d.**, **Steam Apparatus**, is deleted.

3. Paragraph **(6)** of Exclusion **B.2.e.**, **Other Types of Loss**, is deleted.

4. Paragraph **B.2.o.**, **Electrical Disturbance**, is deleted.

C. The following changes are made to Section **G.**, **PROPERTY DEFINITIONS**:

1. The following definition is added:

"Equipment breakdown accident" means a fortuitous event that causes direct physical loss or direct physical damage to "equipment breakdown property". The event must be one of the following:

a. Mechanical breakdown, including rupture or bursting caused by centrifugal force.

b. Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs or otherwise interferes with any electrical or electronic wire, device, appliance or network.

c. Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control.

d. Physical loss or physical damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such boilers or equipment.

e. Physical loss or physical damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. The following definition is added:

"Equipment breakdown property" means Covered Property which, during normal usage, operates under vacuum or pressure, other than the weight of contents, or that generates, transmits or utilizes energy.

The following is not "equipment breakdown property":

a. Any structure, foundation, cabinet, compartment or air supported structure or building;

b. Any insulating or refractory material;

c. Any sewer piping, any underground vessels or piping, any piping forming a part of a sprinkler system, water piping other than boiler feedwater piping, boiler condensate return piping, or water piping forming a part of a refrigerating or air conditioning system;

d. Any dragline, excavation or construction equipment;

e. Any vehicle or any equipment mounted on a vehicle. As used here, vehicle means any machine or apparatus that is used for transportation or moves under its own power. Vehicle includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a "scheduled premises" and that receives electrical power from an external power source will not be considered a vehicle; or

f. Any equipment manufactured by you for sale.

3. The following definition is added:

"Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to heath by a governmental agency.

4. The following definition is added:

"Perishable goods" means personal property:

a. Maintained under controlled temperature or humidity conditions for preservation; and

b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.

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FIRE DEPARTMENT SERVICE CHARGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6., Coverage Extensions**, of the Special Property Coverage Form:

Fire Department Service Charge

(1) When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the Limit of Insurance shown in the Declarations for Fire Department Service Charge in any one occurrence for your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

(2) No deductible applies to this Coverage Extension.

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FIRE EXTINGUISHER RECHARGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5.**, **Additional Coverages**, of the Special Property Coverage Form:

Fire Extinguisher Recharge

(1) You may extend the insurance that applies to Covered Property to apply to:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged while fighting a covered fire on or within 1,000 feet of the "scheduled premises"; and

(b) For direct physical loss or direct physical damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.

(2) No coverage will apply if the fire extinguisher or fire extinguishing system is discharged during installation or testing.

(3) No deductible applies to this Additional Coverage.

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GARAGES, STORAGE BUILDINGS AND OTHER APPURTENANT STRUCTURES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Garages, Storage Buildings and Other Appurtenant Structures

(1) You may extend the insurance that applies to Buildings to apply to garages, storage buildings and other appurtenant structures, except outdoor fixtures, at the "scheduled premises".

(2) You may extend the insurance that applies to Business Personal Property to apply to Business Personal Property in garages, storage buildings and other appurtenant structures at the "scheduled premises".

(3) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Garages, Storage Buildings, and Other Appurtenant Structures.

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GLASS EXPENSE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5., Additional Coverages**, of the Special Property Coverage Form:

Glass Expense

In the event of covered loss or damage to Covered Property, we will pay the necessary expenses incurred to:

(1) Put up temporary plates or board up openings if repair or replacement of damaged glass is delayed;

(2) Repair or replace encasing frames; and

(3) Remove or replace obstructions when repairing or replacing glass that is part of a building;

This does not include removing or replacing window displays.

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LEASE ASSESSMENT

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6., Coverage Extensions**, of the Special Property Coverage Form:

Lease Assessment

(1) You may extend the insurance that applies to Covered Property to apply to your share of any assessment charged to all tenants by the building owner as a result of direct physical damage caused by or resulting from a Covered Cause of Loss to building property you occupy as agreed to in your written lease agreement.

(2) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Lease Assessment.

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LOCK AND KEY REPLACEMENT

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6., Coverage Extensions**, of the Special Property Coverage Form:

Lock and Key Replacement

(1) You may extend the insurance that applies to Covered Property to apply to the re-keying of locks or the repair or replacement of locks at the "scheduled premises" following the theft or the attempted theft of keys by burglars.

(2) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Lock and Key Replacement.

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PERSONAL EFFECTS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6., Coverage Extensions**, of the Special Property Coverage Form:

Personal Effects

(1) We will pay for direct physical loss or direct physical damage to personal effects owned by you, your officers, your partners, “managers”, “members”, or your “employees” caused by or resulting from a Covered Cause of Loss.

(2) This Coverage Extension does not apply to:

(a) Tools or equipment used in your business; and

(b) Tools and small equipment owned by any “employee(s)”;

(3) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Personal Effects.

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PRESERVATION OF PROPERTY

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5.**, **Additional Coverages**, of the Special Property Coverage Form:

Preservation of Property

If it is necessary to move Covered Property from the "scheduled premises" to preserve it from direct physical loss or direct physical damage by a Covered Cause of Loss, we will pay for any direct physical loss of or direct physical damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the direct physical loss or direct physical damage occurs within the number days shown in the Declarations for Preservation of Property after the property is first moved.

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ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extension**, of the Special Property Coverage Form:

Ordinance or Law

(1) Application of Coverage

The coverage(s) provided by this Coverage Extension applies only if both **(1)(a)** and **(1)(b)** are satisfied and are then subject to the qualifications set forth in **(1)(c)**.

(a) The ordinance or law:

(i) Regulates the demolition, construction, or repair of Buildings or "tenant improvements and betterments", or establishes zoning or land use requirements at the "scheduled premises"; and

(ii) Is in force at the time of loss.

But coverage under this Coverage Extension applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

(b) The Building or "tenant improvements and betterments" sustain direct physical damage:

(i) That is covered under this Policy and as a result of such damage, you are required to comply with the ordinance or law; or

(ii) That is both covered under this Policy and direct physical damage that is not covered under this Policy, and as a result of the Building or "tenant improvements and betterments" damage in its entirety, you are required to comply with the ordinance or law.

(iii) But if the damage is not covered under this Policy, and such damage is the subject of the ordinance or law, then there is no coverage under this Coverage Extension even if the Building or "tenant improvements and betterments" have also sustained covered direct physical damage.

(c) In the situation described in **(1)(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the coverages described in **(2)** below. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Paragraph **(6)** of this Coverage Extension provides an example of this procedure)

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of the coverages described in **(2)** below.

(2) Coverage

(a) Undamaged Part

With respect to the Building or "tenant improvements and betterments" that have sustained direct physical damage, we will pay for the loss in value of the undamaged portion of the Building or "tenant improvements and betterments" as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same Building or "tenant improvements and betterments".

(b) Demolition Cost and Increased Cost of Construction

(i) Demolition Cost

With respect to the Building or "tenant improvements and betterments" that have sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same Building or "tenant improvements and betterments", as a consequence of a

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requirement to comply with an ordinance or law that requires demolition of such undamaged property.

(ii) Increased Cost of Construction

With respect to the Building or "tenant improvements and betterments" that have sustained covered direct physical damage, we will pay the increased cost to:

(aa) Repair or reconstruct damaged portions of that Building or "tenant improvements and betterments"; and/or

(bb) Reconstruct or remodel undamaged portions of that Building or "tenant improvements and betterments", whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However this coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law. Additionally, we will not pay for the increased cost of construction if the Building or "tenant improvements and betterments" are not repaired, reconstructed, or remodeled.

Paragraph **E.5.d** within the **Loss Payment** condition does not apply to Demolition Cost and Increased Cost of Construction coverages.

(3) Loss Payment

(a) All following loss payment provisions **(3)(b)** and **(3)(c)** are subject to the apportionment procedure set forth in Paragraph **(1)(c)** of this Coverage Extension.

(b) When there is a loss in value of an undamaged portion of a Building or "tenant improvements and betterments" to which Undamaged Part coverage applies, the loss payment for that Building or "tenant improvements and betterments", including damaged and undamaged portions, will be as follows:

(i) If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:

(aa) The amount you actually spend to repair, rebuild, or reconstruct the Building or "tenant improvements and betterments" but not more than the amount it would cost to restore the Building or "tenant improvements and betterments" at the same premises and to the same height, floor area, style, and comparable quality of the original property insured; or

(bb) The Limit of Insurance shown in the Declarations for Ordinance or Law - Undamaged Part.

(ii) If the property is not repaired or replaced, we will not pay more than the lesser of:

(aa) The actual cash value of the Building or "tenant improvements and betterments" at the time of loss; or

(bb) The Limit of Insurance shown in the Declarations for Ordinance or Law - Undamaged Part.

(c) The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost of Construction coverage is the Limit of Insurance shown in the Declarations for Ordinance or Law – Demolition Cost and Increased Cost of Construction. Subject to this combined Limit of Insurance, the following loss payment provisions apply:

(i) For Demolition Cost coverage, we will not pay more than the amount you actually spend to demolish and clear the site of the "scheduled premises".

(ii) With respect to the Increased Cost of Construction:

(aa) We will not pay for the increased cost of construction until the property is actually repaired or replaced at the same or another premises; and

(bb) Unless the repairs or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

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(iii) If the Building or "tenant improvements and betterments" are repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction Coverage is the lesser of:

(aa) The increased cost of construction at the same premises; or

(bb) The Limit of Insurance shown in the Declarations for Ordinance or Law – Demolition Cost and Increased Cost of Construction.

(iv) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the lesser of:

(aa) The increased cost of construction at the new premises; or

(bb) The Limit of Insurance shown in the Declarations for Ordinance or Law – Demolition Cost and Increased Cost of Construction.

(4) Paragraph **1.i.**, **Ordinance or Law**, of Section **B.**, **EXCLUSIONS**, does not apply to this Coverage Extension.

(5) Additional Exclusions

We will not pay under this Coverage Extension for:

(a) The enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants and contaminants" or due to the presence, growth, proliferation, spread of any activity of "fungi", wet or dry rot, bacteria or virus;

(b) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants or contaminants", "fungi", wet or dry rot, bacteria or virus; or

(c) Loss due to any ordinance or law that:

(i) You were required to comply with before the loss even if the Building or "tenant improvements and betterments" were undamaged; and

(ii) You failed to comply with.

(6) Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **(1)(c)** of this Coverage Extension).

Assume:

- Wind is a Covered Cause of Loss. Flood is an excluded Cause of Loss;
- The building has a value of $200,000;
- Total direct physical damage to building: $100,000;
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value;
- Portion of direct physical damage that is covered (caused by wind): $30,000;
- Portion of direct physical damage that is not covered (caused by flood): $70,000; and
- Loss under Increased Cost of Construction of this Coverage Extension: $60,000.

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$30,000 divided by $100,000 = .30

Step 2: Apply that proportion to the Ordinance or Law loss.

$60,000 x .30 = $18,000

In this example, the most we will pay under this endorsement for the Increased Cost of Construction coverage is $18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

NOTE: The same procedure applies to losses under Undamaged Part and Demolition Cost coverage of this endorsement.

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VALUABLE PAPERS AND RECORDS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6., Coverage Extensions**, of the Special Property Coverage Form:

Valuable Papers and Records

(1) You may extend the insurance that applies to Covered Property to apply to your "valuable papers and records" or "valuable papers and records" of others while in your care, custody or control while on or away from the "scheduled premises", including while in transit.

(2) Under this Coverage Extension, we will not pay for "valuable papers and records":

(a) Held as samples or for delivery after sale;

(b) In storage away from the "scheduled premises"; or

(c) If such "valuable papers and records" cannot be replaced with other property of like kind and quality.

(3) Section **B., EXCLUSIONS**, does not apply to this Coverage Extension except for:

(a) Exclusion **B.1.b., Governmental Action**;

(b) Exclusion **B.1.c., Nuclear Hazard**; and

(c) Exclusion **B.1.e., War and Military Action**.

(4) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Valuable Papers and Records.

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BUSINESS INCOME AND EXTRA EXPENSE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section **A.**, **COVERAGE**:

1. The following is added to Paragraph **6.**, **Coverage Extensions**:

Business Income

(1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss or direct physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the “scheduled premises”, caused by or resulting from a Covered Cause of Loss.

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the “scheduled premises” are located, your “scheduled premises” also means:

(a) The portion of the building which you rent, lease or occupy; and

(b) The area within 1,000 feet of the building or within 1,000 feet of the “scheduled premises”, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and

(c) Any area within the building or on the site at which the “scheduled premises” are located, but only if that area services, or is used to gain access to, the “scheduled premises”.

(3) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or direct physical damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll expenses.

(4) Payroll expenses includes:

(a) Payroll;

(b) Employee benefits; if directly related to payroll;

(c) FICA payments you pay;

(d) Union dues you pay; and

(e) Workers’ compensation premiums.

(5) With respect to the coverage provided in this Coverage Extension, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That part or all of the “scheduled premises” is rendered untenantable as a result of a Covered Cause of Loss if coverage for Business Income applies to the Coverage Part.

(6) We will not pay for any increase of Business Income loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons;

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations’, we will cover such loss that affects your Business Income during the "period of restoration"; or

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(c) Any other consequential loss.

(7) You must resume all or part of your “operations” as quickly as possible. We will reduce the amount of your Business Income loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or “stock”) at the "scheduled premises" or elsewhere.

(8) Under this Coverage Extension, coverage for Business Income does not apply when the suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data".

(9) A waiting period may apply, however, no other deductible applies to this Coverage Extension.

2. The following is added to Paragraph **6., Coverage Extensions**:

Extended Business Income

(1) If the necessary suspension of your "operations" produces a Business Income loss payable under the Business Income Coverage Extension, we will pay for the actual loss of Business Income you incur during the period that:

(a) Begins on the date property, other than finished “stock”, is actually repaired, rebuilt or replaced and "operations" are resumed; and

(b) Ends on the earlier of:

(i) The date you could restore your "operations" with reasonable speed, to the condition that would have existed if no direct physical loss or direct physical damage occurred; or

(ii) 45 consecutive days after the date determined in Paragraph **(1)(a)** above, unless a different time period is shown in the Declarations for Extended Business Income.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the “scheduled premises” is located.

(2) With respect to the coverage provided in this Coverage Extension, suspension means:

(a) The partial slowdown or complete cessation of your business activities; and

(b) That a part or all of the "scheduled premises" is rendered untenantable as a result of a Covered Cause of Loss.

(3) We will not pay for any Extended Business Income loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons;

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations’, we will cover such loss that affects your Business Income during the "period of restoration"; or

(c) Any other consequential loss.

(4) No deductible applies to this Coverage Extension.

3. The following is added to Paragraph **6., Coverage Extensions**:

Extra Expense

(1) We will pay reasonable and necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or direct physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the “scheduled premises” are located, your “scheduled premises” also means:

(a) The portion of the building which you rent, lease or occupy; and

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(b) The area within 1,000 feet of the building or within 1,000 feet of the “scheduled premises”, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and

(c) Any area within the building or on the site at which the “scheduled premises” are located, but only if that area services, or is used to gain access to, the “scheduled premises”.

(3) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations":

(i) At the "scheduled premises"; or

(ii) At replacement premises or at temporary locations, including:

(aa) Relocation expenses; and

(bb) Cost to equip and operate the replacement or temporary location, other than those costs necessary to repair or to replace damaged “stock” and equipment.

(b) To minimize the suspension of business if you cannot continue "operations".

(c) To:

(i) Repair or replace any property; or

(ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension or the Business Income Coverage Extension.

(4) With respect to the coverage provided in this Coverage Extension, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That part or all of the “scheduled premises” is rendered untenantable as a result of a Covered Cause of Loss if coverage for Extra Expense applies to the Coverage Part.

(5) This Extra Expense Coverage Extension does not apply to:

(a) Any deficiencies in insuring Building or Business Personal Property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

(6) We will deduct from the total Extra Expense to be paid:

(a) The salvage value that remains of any property bought for temporary use during the “period of restoration”, once “operations” are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

(7) We will not pay for any Extra Expense caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons;

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations’, we will cover such loss that affects your Business Income during the "period of restoration"; or

(c) Any other consequential loss

(8) You must resume all or part of your “operations” as quickly as possible. We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense

(9) Under this Coverage Extension, coverage for Extra Expense does not apply when the suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data".

(10) No deductible applies to this Coverage Extension.

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BUSINESS INCOME FROM DEPENDENT PROPERTIES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**:

Business Income From Dependent Properties

(1) We will pay the actual loss of Business Income you sustain and necessary Extra Expense you incur during the “dependent property period of restoration” due to direct physical loss or direct physical damage at the premises of a “dependent property” or “secondary dependent property” caused by or resulting from a Covered Cause of Loss.

However, this Coverage Extension does not apply when the only loss at the premises of a “dependent property” or “secondary dependent property” is loss or damage to “electronic data”, including destruction or corruption of “electronic data”. If the “dependent property” or “secondary dependent property” sustains loss or damage to both “electronic data” and other property, coverage under this Coverage Extension will not continue once the other property is repaired, rebuilt or replaced.

(2) Coverage provisions respecting direct physical loss or direct physical damage will apply separately to each “dependent property” and “secondary dependent property” premises.

(3) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or direct physical damage at the premises of a “dependent property” or “secondary dependent property” had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll.

(4) Payroll expenses include:

(a) Payroll;

(b) Employee benefits; if directly related to payroll;

(c) FICA payments you pay;

(d) Union dues you pay; and

(e) Workers’ compensation premiums.

(5) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations";

(b) To minimize the suspension of business if you cannot continue "operations"; or

(c) To:

(i) Repair or replace any property; or

(ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

(6) Extra Expense does not apply to:

(a) Any deficiencies in insuring building or business personal property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

(7) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your business activities.

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(8) We will deduct from the total Extra Expense to be paid:
- **(a)** The salvage value that remains of any property bought for temporary use during the "dependent property period of restoration", once business operations are resumed; and
- **(b)** Any Extra Expense that is paid for by other insurance.

(9) You must resume all or part of your "operations" as quickly as possible. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole, or in part, by using any other available:
- **(a)** Sources of materials; or
- **(b)** Outlet for your products.

(10) We will not pay for any Extra Expense or increase of Business Income loss caused by or resulting from:
- **(a)** Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
- **(b)** Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations', we will cover such loss that affects your Business Income during the "dependent property period of restoration".
- **(c)** Any other consequential loss.

(11) A waiting period may apply to Business Interruption, however, no other deductible applies to this Coverage Extension.

(12) The most we will pay in any one occurrence under this Coverage Extension is the limit shown in the Declarations for Business Income From Dependent Properties.

B. The following changes are made to Section **G. PROPERTY DEFINITIONS**:

1. The following definition is added:

"Dependent property" means property owned, leased or operated by others whom you depend on to:

- **a.** Deliver materials or services to you or to others for your account. But services do not include:
  - **(1)** Water, wastewater removal, communication, power services or any other utility services; or
  - **(2)** Any type of web site, or Internet service.
- **b.** Accept your products or services;
- **c.** Manufacture your products for delivery to your customers under contract for sale; or
- **d.** Attract customers to your business premises.

The "dependent property" must be located in the coverage territory of this Coverage Part.

2. The following definition is added:

"Dependent property period of restoration"

- **a.** Means the period of time that:
  - **(1)** Begins:
    - **(a)** The number of hours shown in the Declarations after the time of direct physical loss or direct physical damage for Business Income for Dependent Properties coverage; or
    - **(b)** Immediately after the time of direct physical loss or direct physical damage for Extra Expense coverage;

    caused by or resulting from any Covered Cause of Loss at the "dependent property" or "secondary dependent property"; and
  - **(2)** Ends on the earlier of:
    - **(a)** The date when the property at the "dependent property" or "secondary dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - **(b)** Exhaustion of the number of consecutive months as shown on the Declarations as the Business Income for Dependent Properties Period of Restoration.
- **b.** Does not include any increased period required due to enforcement of or compliance with any ordinance or law that:
  - **(1)** Regulates the construction, use or repair, or requires the tearing down of any property; or

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(2) Requires any insured or others to test for, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to “pollutants and contaminants”.

The expiration date of this Coverage Part will not cut short the "dependent property period of restoration".

3. The following definition is added:

“Secondary dependent property”

a. Means an entity which is not owned, leased or operated by a “dependent property” and which:

(1) Deliver materials or services to a “dependent property”, which in turn are used by the “dependent property” in providing materials or services to you; or

(2) Accepts materials or services from a “dependent property”, which in turn accepts your materials or services.

b. A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a “secondary dependent property”.

c. Any property which delivers any of the following services is not a “secondary dependent property” with respect to such services:

(1) Water, wastewater removal, communication, power services or any other utility services; or

(2) Any type of web site, or Internet service.

The “secondary dependent property” must be located in the coverage territory of this Coverage Part.

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FORGERY COVERAGE
(INCLUDING CREDIT CARDS, CURRENCY AND MONEY ORDERS)

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**:

Forgery

(1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent. This includes written instruments required in conjunction with any credit, debit, or charge card issued to you or any "employee" for business purposes.

(2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in “money” on the basis that it has been forged or altered, and you have our written consent to defend against the “suit”, we will pay for any reasonable legal expenses that you incur and pay in that defense.

(3) We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

(a) Money orders, including counterfeit money orders, issued by any post office, express company or bank that are not paid upon presentation; and

(b) **“**Counterfeit money” that is acquired during the regular course of business.

(4) For the purpose of this Coverage Extension, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.

(5) We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

(6) You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

(7) With respect to this Coverage Extension only, Paragraphs **F.5.b.(1)** through **F.5.b.(3)** are deleted and replaced with the following:

Anywhere in the world.

(8) All loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(9) **Additional Conditions:**

(a) Discovery Period for Loss

We will pay only for covered loss discovered no later than one year from the end of the policy period.

Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Coverage Part has been, or may be incurred even though the exact amount or the details of the loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts, which if true, would be a covered loss under this Coverage Part.

(b) Non-Cumulation of Limit of Insurance

Regardless of the number of years this Coverage Part remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

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(c) Ownership of Property, Interests Covered

The property covered under this Coverage Part is limited to property

(i) That you own or hold; or

(ii) For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization

(10) The most we will pay in any one occurrence, including legal expenses, under this Coverage Extension is the Limit of Insurance shown in the Declarations for Forgery Coverage.

B. The following changes are made to Section **G.**, **PROPERTY DEFINITIONS**:

1. The following definition is added:

"Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

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LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.5.**, **Additional Coverages**, of the Special Property Coverage Form:

Limited Coverage For "Fungi", Wet Rot, Dry Rot, Bacteria and Virus

(1) The coverage described in Paragraph **(2)** below only applies when the "fungi", wet or dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

(a) A "specified cause of loss" other than fire or lightning;

(b) An “equipment breakdown accident” occurs to “equipment breakdown property”, if the Equipment Breakdown Additional Coverage is attached to this Coverage Part.

(2) The coverage described below applies only when a Limit of Insurance is shown in the Declarations for either Building or Business Personal Property.

We will pay for loss or damage to Covered Property by "fungi", wet rot, dry rot, bacteria and virus. As used in this Additional Coverage, the term loss or damage means:

(a) Direct physical loss or direct physical damage to Covered Property caused by "fungi", wet rot, dry rot, bacteria or virus, including the cost of removal of the "fungi", wet rot, dry rot, bacteria or virus;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot, dry rot, bacteria or virus; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot, dry rot, bacteria or virus is present.

(3) The following exclusions do not apply to this Additional Coverage:

(a) Exclusion **B.1.g.**, **“Fungi”, Wet Rot or Dry Rot**;

(b) Exclusion **B.1.h.**, **Virus or Bacteria**;

(c) Exclusion **B.2.o.**, **Continuous Or Repeated Seepage Or Leakage Of Water**.

(4) This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

(5) The most we will pay in any one occurrence under this Additional Coverage, including any payments made under the Business Income or Extra Expense Coverage Extensions referenced in Paragraph **(9)** below, is the Limit of Insurance for Limited Fungi, Bacteria or Virus Coverage shown in the Declarations even if the "fungi", wet or dry rot, bacteria, or virus continues to be present or active, or recurs, in a later policy period.

(6) The coverage provided under this Additional Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot, dry rot, bacteria or virus, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

(7) If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot, dry rot, bacteria or virus, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet or dry rot, bacteria or virus causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

(8) The terms of this Additional Coverage do not increase or reduce coverage which may otherwise be provided in this Policy.

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(9) The following applies only if the Business Income and Extra Expense Coverage Extensions are attached to this Coverage Part and only if the suspension of "operations" satisfies all the terms and conditions of the Business Income and Extra Expense Coverage Extensions.

(a) If the loss or damage which resulted in "fungi", wet or dry rot, bacteria or virus does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet or dry rot, bacteria or virus, then our payment under the Business Income and Extra Expense Coverage Extensions is limited to the amount of loss and expense sustained in a period of not more than 30 days unless another number of days is indicated in the Declarations. The days need not be consecutive.

(b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet or dry rot, bacteria or virus, but remediation of "fungi", wet or dry rot, bacteria or virus prolongs the "period of restoration", we will pay for loss and expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days unless another number of days is indicated in the Declarations. The days need not be consecutive.

B. The following changes are made to Section **G.**, **PROPERTY DEFINITIONS**:

1. The following definition is added:

"Equipment breakdown accident" means a fortuitous event that causes direct physical loss or direct physical damage to "equipment breakdown property". The event must be one of the following:

a. Mechanical breakdown, including rupture or bursting caused by centrifugal force.

b. Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs or otherwise interferes with any electrical or electronic wire, device, appliance or network.

c. Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control.

d. Physical loss or physical damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such boilers or equipment.

e. Physical loss or physical damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. The following definition is added:

"Equipment breakdown property" means Covered Property which, during normal usage, operates under vacuum or pressure, other than the weight of contents, or that generates, transmits or utilizes energy.

The following is not "equipment breakdown property":

a. Any structure, foundation, cabinet, compartment or air supported structure or building;

b. Any insulating or refractory material;

c. Any sewer piping, any underground vessels or piping, any piping forming a part of a sprinkler system, water piping other than boiler feedwater piping, boiler condensate return piping, or water piping forming a part of a refrigerating or air conditioning system;

d. Any dragline, excavation or construction equipment;

e. Any vehicle or any equipment mounted on a vehicle. As used here, vehicle means any machine or apparatus that is used for transportation or moves under its own power. Vehicle includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a "scheduled premises" and that receives electrical power from an external power source will not be considered a vehicle.

f. Any equipment manufactured by you for sale.

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ARSON AND THEFT REWARD

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6., Coverage Extensions**, of the Special Property Coverage Form:

Arson and Theft Reward

(1) In the event that a covered fire loss was the result of an act of arson, we will reimburse you for rewards you pay for information leading to convictions for that act of arson.

(2) In the event of a covered theft loss, we will reimburse you for rewards you pay for information leading to convictions for the theft loss.

(3) No deductible applies to this Coverage Extension.

(4) The most we will pay to reimburse you in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Arson and Theft Reward.

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BUSINESS INCOME FOR CIVIL AUTHORITY ACTIONS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**:

Business Income for Civil Authority Actions

(1) When a Covered Cause of Loss causes direct physical loss or direct physical damage to property other than at the “scheduled premises”, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the “civil authority period of restoration” caused by action of civil authority that prohibits access to the “scheduled premises” provided that both of the following apply:

(a) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the “scheduled premises” are within that area but are not more than one mile from the damaged property; and

(b) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the “scheduled premises” are located, your “scheduled premises” also means:

(a) The portion of the building which you rent, lease or occupy; and

(b) The area within 1,000 feet of the building or within 1,000 feet of the “scheduled premises”, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and

(c) Any area within the building or on the site at which the “scheduled premises” are located, but only if that area services, or is used to gain access to, the “scheduled premises”.

(3) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if access to the “scheduled premises” had not been prohibited by action of civil authority, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll expenses.

(4) Payroll expenses include:

(a) Payroll;

(b) Employee benefits; if directly related to payroll;

(c) FICA payments you pay;

(d) Union dues you pay; and

(e) Workers’ compensation premiums.

(5) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations";

(b) To minimize the suspension of business if you cannot continue "operations"; or

(c) To:

(i) Repair or replace any property; or

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(ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

(6) Extra Expense does not apply to:

(a) Any deficiencies in insuring Building or Business Personal Property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

(7) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your business activities.

(8) We will deduct from the total Extra Expense to be paid:

(a) The salvage value that remains of any property bought for temporary use during the “civil authority period of restoration”, once business operations are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

(9) We will not pay for any increase of Business Income or Extra Expense loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations’, we will cover such loss that affects your Business Income during the "civil authority period of restoration";

(c) Any other consequential loss.

(10) A waiting period may apply, however, no other deductible applies to this Coverage Extension.

B. The following definition is added to Section **G.**, **PROPERTY DEFINITIONS**:

“Civil authority period of restoration”

a. Means the period of time that:

(1) Begins:

(a) The number of hours shown in the Declarations after action of civil authority for Business Income for Civil Authority Actions coverage; or

(b) Immediately after the action of civil authority damage for Extra Expense coverage;

and

(2) Ends on the earlier of:

(a) When access to your “scheduled premises” is permitted; or

(b) 30 consecutive days after the order of the civil authority unless a different time period is shown in the Declarations as the Business Income for Civil Authority Actions Duration of Coverage.

b. Does not include any increased period required due to enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to “pollutants and contaminants”.

The expiration date of this Coverage Part will not cut short the "civil authority period of restoration".

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POLLUTANTS AND CONTAMINANTS CLEAN UP AND REMOVAL

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

"Pollutants and Contaminants" Clean Up and Removal

(1) We will pay your expense to extract "pollutants and contaminants" from land or water at the "scheduled premises" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants and contaminants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

(2) This Coverage Extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants and contaminants". But we will pay for testing which is performed in the course of extracting the "pollutants and contaminants" from the land or water.

(3) Paragraph **2.l., Pollution**, of Section **B., EXCLUSIONS**, does not apply to this Coverage Extension.

(4) The most we will pay in any one occurrence under this Coverage Extension for the sum of all such expenses arising out of Covered Causes of Loss, is the Limit of Insurance shown in the Declarations for Pollutants and Contaminants Clean Up and Removal.

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IDENTITY RECOVERY FOR BUSINESSOWNERS AND EMPLOYEES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Identity Recovery for Businessowners and Employees

(1) We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

(a) There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this Coverage Part;

(b) Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Coverage Extension is applicable; and

(c) Such "identity theft" is reported to us as soon as practicable but in no event later than 60 days after it is first discovered by the "identity recovery insured."

(2) If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

(a) Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

(b) Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

(3) Additional Exclusions

Under this Coverage Extension, we will not cover loss or expense arising from any of the following:

(a) Theft of a professional or business identity;

(b) Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an “identity recovery insured” who has no knowledge of or involvement in such fraud, dishonesty or criminal act;

(c) Loss other than "identity recovery expenses";

(d) An "identity theft" that is first discovered by the "identity recovery insured" prior to or after the policy period for which this Coverage Extension applies. This exclusion applies whether or not such "identity theft" began or continued during the period of coverage;

(e) An "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity recovery insured."; or

(f) An "identity theft" that is not reported in writing to the police.

(4) Limits of Insurance

(a) The most we will pay in any one “policy year” per “identity recovery insured” under this Coverage Extension is the Limit of Insurance shown in the Declarations for Identity Recovery Coverage for Businessowners and Employees. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such

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"identity theft" will be subject to the “policy year” limit applicable to the policy period when the "identity theft" was first discovered.

(i) Legal costs as provided under Paragraph **d.** of the definition of "identity recovery expenses" are part of, and not in addition to, the Limit of Insurance for this Coverage Extension.

(ii) Lost Wages and Child and Elder Care Expenses as provided under Paragraphs **e.** and **f.** of the definition of "identity recovery expenses” are jointly subject to a sublimit of $250 per day, not to exceed $5,000 total (unless a different sublimit is displayed in the Declarations). This sublimit is part of, and not in addition to, the Limit of Insurance for this Coverage Extension. Coverage is limited to lost wages and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

(iii) Mental Health Counseling as provided under Paragraph **g.** of the definition of "identity recovery expenses" is subject the Mental Health sublimit shown in the Declarations. This sublimit is part of, and not in addition to, the Limit of Insurance for this Coverage. Coverage Extension is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

(b) Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service are part of, and not in addition to, the Limit of Insurance for this Coverage Extension.

(5) Deductible

(a) No deductible applies to the Case Management Service coverage.

(b) All other coverage provided under this Coverage Extension is subject to the Deductible shown in the Declarations for this Coverage Extension. Any one "identity recovery insured" shall be responsible for only one Deductible under this Coverage Extension during any one “policy year”.

(6) Additional Conditions

(a) Assistance and Claims

(i) For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-866-989-2905**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

(aa) Information and advice for how to respond to a possible "identity theft"; and

(bb) Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

(ii) In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identify theft" has occurred. Our provision of such services is not an admission of liability under the Coverage Part. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identify theft" has not occurred.

(iii) As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

(b) Discovery Period for Loss

We will pay only for covered loss discovered no later than one year from the end of the policy period.

Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Coverage Part has been, or may be incurred even though the exact amount or the details of the loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts, which if true, would be a covered loss under this Coverage Part.

(c) Non-Cumulation of Limit of Insurance

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Regardless of the number of years this Coverage Part remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

(d) Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

(i) Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."

(ii) All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in United States and Puerto Rico in accordance with local conditions.

(iii) We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

B. The following changes are made to Section **G., PROPERTY DEFINITIONS**:

1. The following definition is added:

"Identity recovery case manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

2. The following definition is added:

"Identity recovery expenses" means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":

a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."

b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."

c. Costs for up to twelve (12) credit reports from established credit bureaus dated within 12 months after your knowledge or discovery of an "identity theft."

d. Legal Costs

Fees and expenses for an attorney approved by us for:

(1) Defending any civil suit brought against an "identity recovery insured" by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an "identity theft"; and

(2) Removing any civil judgment wrongfully entered against an "identity recovery insured" as a result of the "identity theft."

e. Lost Wages

Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. Child and Elder Care Expenses

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

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g. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

3. The following definition is added:

"Identity recovery insured" means the following:

a. A full time “employee” of the entity insured under this Coverage Part; or

b. The owner of the entity insured under this Coverage Part who meets any of the following criteria:

(1) A sole proprietor of the insured entity;

(2) A partner in the insured entity; or

(3) An individual having an ownership position of 20% or more of the insured entity.

An "identity recovery insured" must always be an individual person. The entity insured under this Coverage Part is not an "identity recovery insured."

4. The following definition is added:

"Identity theft" means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

5. The following definition is added:

“Policy year” means the period of time that:

a. Begins with the inception or anniversary date of this Coverage Part; and

b. Ends at the expiration or at the next anniversary date of this Coverage Part.

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ACCOUNTS RECEIVABLE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Accounts Receivable

(1) You may extend the insurance that applies to Covered Property to apply to your accounts receivable while at or away from the “scheduled premises”, including while in transit.

Under this Coverage Extension, we will pay for:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by the physical loss or physical damage; and

(d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or direct physical damage by a Covered Cause of Loss to your records of accounts receivable.

(2) Section **B., EXCLUSIONS**, do not apply to this Coverage Extension except for:

(a) Exclusion **B.1.b., Governmental Action**;

(b) Exclusion **B.1.c., Nuclear Hazard**;

(c) Exclusion **B.1.e., War and Military Action;**

(d) Exclusion **B.2.g., Dishonesty**;

(e) Exclusion **B.2.h. False Pretense**; and

(f) Exclusions **B.3.a., Weather Conditions**, through **B.3.c., Negligent Work**.

(3) Under this Coverage Extension, we will not pay for:

(a) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities," or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding;

(b) Loss or damage caused by or resulting from bookkeeping, accounting, or billing errors or omissions; or

(c) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

(4) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Accounts Receivable.

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NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Newly Acquired or Constructed Property

(1) Buildings

When a Limit of Insurance shown is in the Declarations for Newly Acquired or Constructed Building, you may extend the insurance that applies to Buildings to apply to:

(a) Your new buildings while being built on the "scheduled premises"; and

(b) Buildings you acquire at locations other than the "scheduled premises", intended for:

(i) Similar use as the Building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Newly Acquired or Constructed Building.

(2) Business Personal Property

(a) When a Limit of Insurance shown is in the Declarations for Newly Acquired or Constructed Business Personal Property, you may extend the insurance that applies to Business Personal Property to apply to:

(i) Business Personal Property, including such property that you newly acquire, at any location you acquire;

(ii) Business Personal Property, including such property that you newly acquire, located at your newly acquired or constructed buildings located at the "scheduled premises"; or

(iii) Business Personal Property that you newly acquire, located at the “scheduled premises”.

(b) This extension does not apply to:

(i) Personal property that you temporarily acquire in the course of installing or performing work on such property;

(ii) Personal property of others that you temporarily acquire in the course of your wholesaling activity.

(c) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Newly Acquired or Constructed Business Personal Property.

(3) Business Income

(a) When a Limit of Insurance is shown in the Declarations for Newly Acquired or Constructed Business Income and Extra Expense, you may extend the insurance that applies to the Business Income and Extra Expense Coverage Extensions when such Coverage Extensions are attached to this Coverage Part to apply to newly acquired or constructed locations.

(b) The most we will pay in any one occurrence under this Coverage Extension is the lesser of:

(i) The actual loss of Business Income and incurred Extra Expense you sustain; or

(ii) The Limit of Insurance shown in the Declarations for Newly Acquired or Constructed Business Income and Extra Expense.

(4) Insurance under this Coverage Extension for each newly acquired or constructed property will end when any of the following first occurs:

(a) This Coverage Part expires;

(b) 180 days after you acquire or begin construction of that part of the building that would qualify as Covered Property, or

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(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

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OUTDOOR PROPERTY

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Outdoor Property

(1) You may extend the insurance provided by this Coverage Part to apply to your outdoor fences, signs (other than signs attached to buildings), radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

(a) Fire;

(b) Lightning;

(c) Windstorm;

(d) Ice, Snow, Sleet or Hail;

(e) Explosion;

(f) Riot or Civil Commotion; or

(g) Aircraft.

(2) Exclusion **B.2.i., Exposed Property**, does not apply to this Coverage Extension**.**

(3) The most we will pay in any one occurrence, including debris removal expense, under this Coverage Extension is the Limit of Insurance shown in the Declarations for Outdoor Property.

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PROPERTY OFF-PREMISES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Property Off-Premises

(1) You may extend the insurance that applies to Covered Property, other than “money” and “securities”, “valuable papers and records” or accounts receivable, to apply to such property in your care, custody or control while it is in the course of transit or at a premises you do not own, lease or operate.

(2) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Property Off-Premises.

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WATER DAMAGE, OTHER LIQUID, POWDER OR MOLTEN MATERIAL DAMAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5., Additional Coverages**, of the Special Property Coverage Form:

Water Damage, Other Liquid, Powder or Molten Material Damage

(1) If direct physical loss or direct physical damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

(2) We will not pay the cost to repair any defect that caused the direct physical loss or direct physical damage except as provided in the Equipment Breakdown Additional Coverage if such Additional Coverage is attached to this Coverage Part. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

(a) Results in discharge of any substance from an automatic fire protection system; or

(b) Is directly caused by freezing.

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MONEY AND SECURITIES COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Money and Securities

(1) We will pay for loss of "money" and "securities" used in your business while at: a bank or savings institution, within your living quarters or the living quarters of your partners or any “employee” having use and custody of the property, at the "scheduled premises", or in transit between any of these places, resulting directly from:

(a) Theft;

(b) Disappearance; or

(c) Destruction.

(2) In addition to the Limitations and Exclusions applicable to this Coverage Part, we will not pay for loss:

(a) Resulting from accounting or arithmetical errors or omissions;

(b) Due to the giving or surrendering of property in any exchange or purchase; or

(c) Loss or damage to “money” and “securities” following and directly related to the use of any “computer” to fraudulently cause a transfer of that property.

(3) All loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(4) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

(5) **Additional Conditions:**

(a) **Discovery Period for Loss**

We will pay only for covered loss discovered no later than one year from the end of the policy period.

Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Coverage Part has been, or may be incurred even though the exact amount or the details of the loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts, which if true, would be a covered loss under this Coverage Part.

(b) **Non-Cumulation of Limit of Insurance**

Regardless of the number of years this Coverage Part remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

(6) The most we will pay for loss in any one occurrence under this Coverage Extension is:

(a) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:

(i) In or on the "scheduled premises"; or

(ii) Within a bank or savings institution; and

(b) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.

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ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**:

Electronic Data

(1) We will pay for the cost to replace or restore your "electronic data" or “electronic data” of others which is in your care, custody or control which has been destroyed or corrupted, or access to such “electronic data” has been prevented, by a:

(a) Covered Cause of Loss; or

(b) “Computer” virus, malware, harmful code or similar instruction introduced into or enacted on a “computer” system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

(2) Valuation

(a) Loss or damage to "electronic data" will be valued at the actual, reasonable and necessary costs you incur to restore or replace the “electronic data”. But we will not pay the cost or expenses you incur to:

(i) Identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain or improve any “computer” or computer system;

(ii) Update, replace, restore or improve any “electronic data” to a level beyond the condition in which it existed immediately preceding the loss or damage; or

(iii) Duplicate research that led to the development of your "electronic data" or any proprietary or confidential information or intellectual property in any form.

(b) To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.

(c) If you recover from a licenser, lessor or any other party for loss or damage to "electronic data", our loss payment to you will be reduced by the amount of such recovery.

(3) Paragraph **1.j.**, **Electronic Vandalism or Corruption of “Electronic Data” or Corruption of “Computer(s)”**, of Section **B.**, **EXCLUSIONS**, does not apply to the coverage provided in Paragraph **(1)(b)** of this Coverage Extension.

(4) We will not pay for:

(a) Loss or damage caused by or resulting from manipulation of a “computer” system (including "electronic data") by any “employee”, including a temporary or leased “employee”, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system;

(b) Loss or damage caused by theft, observation, publication, unauthorized access to or loss of confidentially of your “electronic data” or “electronic data” of others in your care, custody or control.

(5) This Coverage Extension does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

(6) The most we will pay for all occurrences in any one “policy year” under this Coverage Extension is the Limit of Insurance shown in the Declarations for Electronic Data.

If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that “policy year”. With respect to an occurrence which begins in one “policy year” and continues or results in additional loss or damage in a subsequent

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"policy year(s)", all loss or damage is deemed to be sustained in the "policy year" in which the occurrence began.

B. The following definition is added to Section **G.**, **PROPERTY DEFINITIONS**:

"Policy year" means the period of time that:

a. Begins with the inception or anniversary date of this Coverage Part; and

b. Ends at the expiration or at the next anniversary date of this Coverage Part.

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INTERRUPTION OF COMPUTER OPERATIONS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6., Coverage Extensions**:

Interruption Of Computer Operations

(1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the “computer operations period of restoration” due to a suspension of your “computer operations” caused by destruction or corruption of, or inability to access, retrieve, or process your "electronic data" or “electronic data” of others in your care, custody or control due to a:

(a) Covered Cause of Loss; or

(b) “Computer” virus, malware, harmful code or similar instruction introduced into or enacted on your “computer” system (including "electronic data") or connected network, or a “computer” system or connected network of others in your care, custody or control, designed to damage or destroy such systems or disrupt their normal operation.

(2) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if “computer operations” had not been interrupted, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll expenses.

(3) Payroll expenses include:

(a) Payroll;

(b) Employee benefits; if directly related to payroll;

(c) FICA payments you pay;

(d) Union dues you pay; and

(e) Workers’ compensation premiums.

(4) Extra Expense means expense incurred:

(a) To avoid or minimize the interruption of business and to continue "computer operations”; or

(b) To minimize the interruption of business if you cannot continue "computer” operations”; or

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

(5) Extra Expense does not apply to:

(a) Any deficiencies in insuring Building or Business Personal Property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

(6) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your “computer operations”.

(7) We will deduct from the total Extra Expense to be paid:

(a) The salvage value that remains of any property bought for temporary use during the “computer operations period of restoration”, once “computer operations” are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

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(8) You must resume all or part of your “computer operations” as quickly as possible. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume “computer operations”, in whole, or in part, by using any other available means to continue your “computer operations”.

(9) We will not pay for any loss of Business Income or incurred Extra Expense related to:

(a) An interruption related to manipulation of a “computer” system (including "electronic data") by any “employee”, including a temporary or leased “employee”, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

(b) Theft, observation, publication, unauthorized access to or loss of confidentially of your “electronic data” or “electronic data” of others in your care, custody or control.

(c) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the interruption of "computer operations”, we will cover such loss that affects your Business Income during the "computer operations period of restoration".

(d) Any other consequential loss.

(10) Paragraph **1.j.**, **Electronic Vandalism or Corruption of “Electronic Data” or Corruption of “Computer(s)”**, of Section **B.**, **EXCLUSIONS**, does not apply to the coverage provided in Paragraph **(1)(b)** of this Coverage Extension.

(11) This Coverage Extension does not apply when the suspension of your “computer operations” involves only "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

(12) A waiting period may apply; however, no other deductible applies to this Coverage Extension.

(13) The most we will pay for all occurrences in any one “policy year” under this Coverage Extension is the Limit of Insurance shown in the Declarations for Interruption Of Computer Operations.

If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that “policy year”. With respect to an occurrence which begins in one “policy year” and continues or results in additional loss or damage in a subsequent “policy year(s)”, all loss or damage is deemed to be sustained in the “policy year” in which the occurrence began.

B. The following changes are made to Section **G.**, **PROPERTY DEFINITIONS**:

1. The following definition is added:

“Computer operations” means the use of your “computer” or “computers” or others in your care, custody or control that enables you to conduct your business activities whether such “computer” is located at or away from the “scheduled premises”.

2. The following definition is added:

"Computer operations period of restoration" means:

a. The period of time that:

(1) Begins:

(a) The number of hours stated in the Declarations after the destruction or corruption of “electronic data” for Business Income Coverage; or

(b) Immediately upon (or after) the destruction or corruption of “electronic data” for Extra Expense Coverage;

and;

(2) Ends on the earlier of:

(a) The date when the “electronic data” should be replaced or restored with reasonable speed and similar quality; or

(b) The exhaustion of the number of consecutive months as shown in the Declarations.

The expiration date of this Policy will not cut short the "computer operations period of restoration".

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3. The following definition is added:
"Policy year" means the period of time that:
a. Begins with the inception or anniversary date of this Coverage Part; and
b. Ends at the expiration or at the next anniversary date of this Coverage Part.

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BRANDS AND LABELS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5.**, **Additional Coverages**, of the Special Property Coverage Form:

Brands and Labels

If, in the event of covered physical loss or physical damage to "stock" that is branded or labeled, and we elect to take all or any part of the physically damaged property at an agreed or appraised value, you may extend the insurance that applies to Covered Property to apply to:

(1) Expenses you incur to:

(a) Label or stamp salvage on the damaged "stock" or its containers, if doing so will not physically damage the property; or

(b) Remove the brands or labels, if doing so will not physically damage the "stock". You must relabel the "stock" or its containers to comply with the law.

(2) Any reduction in the salvage value of the physically damaged merchandise as a result of the removal of the brand or label.

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CLAIM EXPENSE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Claim Expense

(1) In the event of covered physical loss or physical damage we will pay to cover reasonable expenses incurred by you at our specific request to assist us in:

(a) The investigation of a claim or suit; or

(b) The determination of the amount of loss, such as taking inventory, or auditing business records.

(2) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Claim Expense.

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PAIRS OR SETS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5., Additional Coverages**, of the Special Property Coverage Form:

Pairs or Sets

(1) We will pay for consequential loss to your undamaged "stock" which is part of a pair or set that has become unmarketable as a complete product because of covered physical loss or physical damage.

(2) Under this Additional Coverage, we will pay for the reduction in value of the pair or set before and after the covered loss or damage.

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SALESPERSONS SAMPLES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Salespersons Samples

(1) You may extend the insurance that applies to Covered Property to apply to:

(a) Samples of your "stock" in trade (including containers); and

(b) Similar property of others;

but only while such property is in your custody while acting as a sales representative or the custody of your sales representatives or agents.

(2) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Salespersons Samples.

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VALUATION CHANGES: COMMODITY, FINISHED, AND MERCANTILE STOCK

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Paragraph **5.d.** of Section **E.**, **PROPERTY LOSS CONDITIONS**, of the Special Property Coverage Form:

1. The following is added:

Commodity "Stock"

We will determine the value of merchandise and raw materials that are bought and sold at an established market exchange. We will determine the value at:

(a) The posted market price as of the time and place of loss; and

(b) Less discounts and expenses you otherwise would have had.

2. The following is added:

Finished "Stock"

We will determine the value of goods that you have manufactured at the selling price less discounts and expenses you otherwise would have had.

3. The following is added:

Mercantile "Stock" - Sold

We will determine the value of goods you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

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LOST KEYS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Lost Keys

We will pay, in any one occurrence, up to the Limit of Insurance shown in the Declarations for Lost Keys to cover the loss of your keys used to secure the "scheduled premises" due to theft or the loss of your customer's keys that were in your care, custody or control,. We will not pay more than the cost of the least of the following:

(1) Re-key the locks;

(2) Install new lock cylinders;

(3) Provide new master keys; or

(4) Replace existing locks with new locks of like kind and quality.

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CONTRACT PENALTIES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Contract Penalties

(1) We will pay to cover contract penalties you are assessed due to your failure to complete a project within the time required as stipulated by contract if the failure to complete the project was caused by or resulted from a Covered Cause of Loss to Covered Property.

(2) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Contract Penalties.

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EXPEDITING EXPENSES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Expediting Expenses

(1) You may extend the insurance that applies to the Extra Expense Coverage Extension to apply to necessary “expediting expenses” you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or direct physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", caused by or resulting from a Covered Cause of Loss.

(2) The most we will pay in any one occurrence for loss under this Coverage Extension is the Limit of Insurance shown in the Declarations for Expediting Expenses.

B. The following definition is added to Section **G.**, **PROPERTY DEFINITIONS**, of the Special Property Coverage Form:

“Expediting expense” means the following reasonable and necessary additional expenses:

a. Overtime wages;

b. Extra cost of express or rapid means of transportation;

c. Costs to make temporary repairs;

d. Costs to expedite permanent repair or replacement of damaged Coverd Property; and

e. Additional costs to provide training on replacement equipment

that you incur in order to meet any delivery date that was scheduled immediately prior to the physical loss or physical damage to property at the "scheduled premises".

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NON-OWNED DETACHED TRAILERS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Non-owned Detached Trailers

(1) We will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to trailers that you do not own, provided that the trailer:

(a) Is used in your business;

(b) Is in your care, custody or control at the "scheduled premises"; and

(c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

(a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion; or

(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) Paragraph **d.** within Paragraph **A.2., Property Not Covered**, does not apply to this Coverage Extension.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

(5) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Non-Owned Detached Trailers.

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BUSINESS INCOME FOR OFF-PREMISES UTILITY SERVICES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Business Income For Off-Premises Utility Services

(1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the “off-premises utility services period of restoration” due to the necessary suspension of your “operations” caused by the interruption of service to the "scheduled premises". The interruption must result from direct physical loss or direct physical damage by a Covered Cause of Loss to the following property not on the "scheduled premises":

(a) "Communication supply services";

(b) "Power supply services";

(c) "Wastewater removal services" (other than an interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding); or

(d) "Water supply services".

However, coverage under this Coverage Extension does not apply to loss of Business Income or incurred Extra Expense related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the “scheduled premises” are located, your “scheduled premises” also means:

(a) The portion of the building which you rent, lease or occupy; and

(b) The area within 1,000 feet of the building or within 1,000 feet of the “scheduled premises”, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and

(c) Any area within the building or on the site at which the “scheduled premises” are located, but only if that area services, or is used to gain access to, the “scheduled premises”.

(3) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if service to the “scheduled premises” had not been interrupted by direct physical damage or direct physical loss, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll expenses.

(4) **P**ayroll expenses includes:

(a) Payroll;

(b) Employee benefits; if directly related to payroll;

(c) FICA payments you pay;

(d) Union dues you pay; and

(e) Workers’ compensation premiums.

(5) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations":

(i) At the "scheduled premises"; or

(ii) At replacement premises or at temporary locations, including:

(aa) Relocation expenses; and

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(bb) Cost to equip and operate the replacement or temporary location, other than those costs necessary to repair or to replace damaged stock and equipment.

(b) To minimize the suspension of business if you cannot continue "operations".

(c) To:

(i) Repair or replace any property; or

(ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension or the Business Income Coverage Extension.

(6) Extra Expense does not apply to:

(a) Any deficiencies in insuring Building or Business Personal Property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

(7) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your business activities.

(8) We will deduct from the total Extra Expense to be paid:

(a) The salvage value that remains of any property bought for temporary use during the “off-premises utility services period of restoration”, once business operations are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

(9) We will not pay for any Extra Expense or increase of Business Income loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations’, we will cover such loss that affects your Business Income during the "period of restoration".

(c) Any other consequential loss.

(10) Exclusion **B.1.d., Utility Services** does not apply to this Coverage Extension.

(11) A waiting period may apply, however, no other deductible applies to this Coverage Extension.

(12) The most we will pay in any one occurrence under this Coverage Extension is the limit shown in the Declarations for Business Income For Off-Premises Utility Services.

B. The following changes are made to Section **G., PROPERTY DEFINITIONS**:

1. The following definition is added:

"Off-premises utility services period of restoration":

a. Means the period of time that begins:

(1) The number of hours stated in the Declarations after direct physical loss of or direct physical damage to off-premises utility services for Business Income for Off-Premises Utility Services coverage; or

(2) Immediately after the time of direct physical loss or direct physical damage to off-premises utility services for Extra Expense coverage;

and ends on the date when service to the "scheduled premises" should be restored with reasonable speed and similar quality.

b. Does not include any increased period required due to enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants and contaminants".

The expiration date of this Policy will not cut short the "off-premises utility services period of restoration".

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EMPLOYEE DISHONESTY COVERAGE – EXCLUDES ERISA COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extension**, of the Special Property Coverage Form:

Employee Dishonesty Coverage - Excludes Coverage For The Employee Retirement Income Security Act (ERISA)

(1) We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

Covered Property, as used in this Coverage Extension, means "money", "securities", and other tangible property of intrinsic value which is not otherwise excluded.

Covered Causes of Loss, as used in this Coverage Extension, means dishonest acts committed by an "employee", except you, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

(a) Cause you to sustain loss; and also

(b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions or other “employee” benefits earned in the normal course of employment) for:

(i) That "employee"; or

(ii) Any person or organization intended by the "employee" to receive that benefit.

(2) Additional Coverages

(a) We will pay for loss of Covered Property arising out of a Covered Cause of Loss caused by any "employee" while temporarily outside the Coverage Territory for a period of not more than 90 days.

(b) We will pay for any loss of Covered Property arising out of a Covered Cause of Loss caused by your "employee" while at the premises of your client or customer.

Any claim for loss sustained by any client or customer and covered by this policy may only be made by you in your Proof of Loss. No third party has a direct right against this insurance and no third party may make a direct claim against us as the writer of your insurance.

(3) Limitation **A.4.c.**, of the Special Property Coverage Form does not apply to coverage provided by this endorsement.

(4) Additional Exclusions

(a) We will not pay for loss of funds and other property of any Employee Welfare Benefit Plan or an Employee Benefit Pension Plan that is subject to the bond requirements of Section 412 of ERISA.

(b) We will not pay for loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been terminated and not reinstated since the last such termination.

(c) We will not pay for direct or indirect loss resulting from contractual or extra-contractual liability sustained by you in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

(d) We will not pay loss, or that part of any loss, if the proof of its existence or amount is dependent upon:

(i) An inventory computation; or

(ii) A profit and loss computation.

(e) We will pay only for loss caused by any partner or “member” of a limited liability corporation that is in excess of the sum of:

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(i) Any amounts you owe that partner or “member”; and

(ii) The value of that partner's or “member's” ownership interest as determined by the closing of your organization's books on the date of discovery of the loss by anyone in your organization not involved in the “employee” dishonesty; and

(iii) Any applicable deductible amount.

(f) We will not pay for loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

(5) Additional Conditions

(a) This insurance is terminated as to any "employee":

(i) Immediately upon discovery by you, or any of your partners, officers or directors not in collusion with the "employee", of any dishonest act committed by that "employee" whether before or after becoming employed by you; or

(ii) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

(b) As used in this Coverage Extension, occurrence means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

(c) We will pay only for covered loss discovered no later than one year from the end of the policy period.

Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this policy has been, or may be incurred even though the exact amount or the details of the loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts, which if true, would be a covered loss under this policy.

(d) Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

(e) If any loss is covered under this Policy and under any prior cancelled or terminated insurance that we or any affiliate had issued to you, we will not pay more than the highest single Limit of Insurance.

(f) The property covered under this insurance is limited to property:

(i) That you own or hold; or

(ii) For which you are legally liable.

However, this insurance is for your benefit only. It provides not rights or benefits to any other person or organization.

(6) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Employee Dishonesty Coverage - Excludes ERISA Compliance.

The Additional Coverages listed in **(2)(a)** and **(2)(b)** above are included in this Limit of Insurance.

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THEFT DAMAGE TO BUILDING

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5., Additional Coverages**, of the Special Property Coverage Form:

Theft Damage to Building

(1) This Additional Coverage applies only to premises where you are a tenant and are responsible in the lease for physical loss or physical damage to the building you lease, rent, or occupy that is caused by or results from “theft”, burglary or robbery.

(2) We will pay for direct physical loss or direct physical damage directly resulting from “theft”, burglary or robbery (except loss by fire or explosion) to a building:

(a) You occupy, including personal property that is used to maintain or service the building; or

(b) Containing covered personal property but only if you are legally liable for such physical loss or physical damage to the building.

But we will not pay for such physical loss of or physical damage to property that is away from the "scheduled premises".

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BUSINESS INCOME FROM OFF-PREMISES OPERATIONS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6., Coverage Extensions**:

Business Income From Off-Premises Operations

(1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the "off-premises period of restoration" due to the necessary suspension of your "off-premises operations". The suspension must be caused by direct physical loss of or direct physical damage to Covered Property caused by or resulting from a Covered Cause of Loss. Such Covered Property must be in your care, custody, or control and more than 1,000 feet away from the "scheduled premises" (including while in transit) but located within the Coverage Territory.

However, this Coverage Extension does not apply to:

(a) Any loss or damage to Covered Property located at a newly acquired or constructed location; or

(b) At any location you own or lease which is not a “scheduled premises”.

(2) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or direct physical damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll expenses.

(3) Payroll expenses include:

(a) Payroll;

(b) Employee benefits; if directly related to payroll;

(c) FICA payments you pay;

(d) Union dues you pay; and

(e) Workers’ compensation premiums.

(4) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "off-premises operations";

(b) To minimize the suspension of business if you cannot continue "off-premises operations"; or

(c) To:

(i) Repair or replace any property; or

(ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

(5) Extra Expense does not apply to:

(a) Any deficiencies in insuring Building or Business Personal Property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

(6) **Coverage Extension for Extended Business Income.**

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If the necessary suspension of your "off-premises operations" produces a Business Income loss payable under Paragraph **(1)** above, we will pay for the actual loss of Business Income you incur during the period that:

(a) Begins on the date property, other than finished stock, is actually repaired, rebuilt or replaced and "off-premises operations" are resumed; and

(b) Ends on the earlier of:

(i) The date you could restore your "off-premises operations" with reasonable speed, to the condition that would have existed if no direct physical loss or direct physical damage occurred; or

(ii) 45 consecutive days after the date determined in Paragraph **(1)(a)** above, unless a different time period is shown in the Declarations for Extended Business Income.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the “scheduled premises” is located.

(7) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your business activities.

(8) We will deduct from the total Extra Expense to be paid:

(a) The salvage value that remains of any property bought for temporary use during the "off-premises period of restoration", once “off-premises operations” are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

(9) We will not pay for any Extra Expense or increase of Business Income loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "off-premises operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "off-premises operations’, we will cover such loss that affects your Business Income during the "period of restoration".

(c) Any other consequential loss.

(10) Under this Coverage Extension, coverage for Business Income and Extra Expense does not apply when the suspension of "off-premises operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data".

(11) A waiting period may apply, however, no other deductible applies to this Coverage Extension.

(12) The most we will pay in any one occurrence for all Business Income, Extended Business Income and Extra Expense under this Coverage Extension is the limit shown in the Declarations for Business Income From Off-Premises Operations.

B. The following changes are made to Section **G.**, **PROPERTY DEFINITIONS**:

1. The following definition is added:

“Off-premises operations” means your business activities occurring more than 1,000 feet away from the "scheduled premises" but within the coverage territory.

2. The following definition is added:

"Off-premises period of restoration" means:

a. The period of time that:

(1) Begins:

(a) The number of hours stated in the Declarations after direct physical loss of or direct physical damage for Business Income from Off-Premises Operations coverage; or

(b) Immediately after the time of direct physical loss or direct physical damage for Extra Expense coverage;

caused by or resulting from a Covered Cause of Loss, and

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(2) Ends on the date when the Covered Property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

b. "Off-premises period of restoration" does not include any increased period required due to enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants and contaminants".

The expiration date of this policy will not cut short the "off-premises period of restoration".

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FRAUDULENT TRANSFER COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6., Coverage Extensions**:

Fraudulent Transfer Coverage

(1) We will pay for loss of or damage to your "money", "securities" and "other property" following and directly related to the use of any electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction to fraudulently cause a transfer of that property from the "scheduled premises", bank or savings institution to a person (other than a "messenger") or place outside those premises.

(2) We will pay for loss of your "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account".

(3) All loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(4) Limitation **A.4.a.(2)** and Exclusions **B.1.j.(3)** and **B.2.h.** do not apply to this Coverage Extension.

(5) Under this Coverage Extension, we will not pay for:

(a) Loss or damage caused by or resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

(b) Loss, or that part of any loss, for which the proof of its existence or amount is dependent upon:

(i) An inventory computation; or

(ii) A profit or loss computation.

(6) The most we will pay for loss in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Fraudulent Transfer Coverage.

B. The following changes are made to Section **G., PROPERTY DEFINITIONS**:

1. The following definition is added:

"Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.

2. The following definition is added:

"Other property" means any tangible Covered Property other than "money" and "securities" that has intrinsic value.

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3. The following definition is added:

"Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or

b. By means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds system.

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BUSINESS INCOME FROM WEBSITES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**:

Business Income from Websites

(1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the "website interruption period of restoration" due to the necessary suspension of your "operations" caused by or resulting from direct physical loss or direct physical damage to property at the premises of a vendor that provides you with "on-line access" services. Such direct physical loss or direct physical damage must be caused by or result from a Covered Cause of Loss.

(2) This Coverage Extension applies only if you regularly back-up software, data, or other information in electronic form at a location other than the site of the website vendor.

(3) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or direct physical damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll expenses.

(4) Payroll expenses include:

(a) Payroll;

(b) Employee benefits; if directly related to payroll;

(c) FICA payments you pay;

(d) Union dues you pay; and

(e) Workers' compensation premiums.

(5) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations";

(b) To minimize the suspension of business if you cannot continue "operations"; or

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

(6) Extra Expense does not apply to:

(a) Any deficiencies in insuring Building or Business Personal Property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

(7) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your business activities.

(8) We will deduct from the total Extra Expense to be paid:

(a) The salvage value that remains of any property bought for temporary use during the "website interruption period of restoration", once your "operations" are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

(9) We will not pay for any increase of Business Income or Extra Expense loss caused by or resulting from:

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(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations', we will cover such loss that affects your Business Income during the "website interruption period of restoration".

(c) Any other consequential loss.

(10) Under this Coverage Extension, coverage for Business Income and Extra Expense does not apply when the suspension of "operations" is caused solely by the destruction or corruption of "electronic data", or any loss or damage to "electronic data".

(11) A waiting period may apply, however, no other deductible applies to this Coverage Extension.

(12) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Business Income From Websites.

B. The following changes are made to Section **G., PROPERTY DEFINITIONS**:

1. The following definition is added:

"On-line access" means:

a. Accessing information made available by third parties; or

b. Making information available to third parties

via "computer" or other electronic systems.

2. The following definition is added:

"Website interruption period of restoration"

a. Means the period of time that:

(1) Begins:

(a) The number of hours shown in the Declarations after the time of direct physical loss or direct physical damage for Business Income from Websites coverage, or

(b) Immediately after the time of direct physical loss or direct physical damage for Extra Expense coverage; and

(2) Ends on the earlier of:

(a) The date when the property at the premises of the vendor that provides you with "on-line access" services should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when your "operations" are resumed through a new vendor which provides "on-line access"; or

(c) Exhaustion of the number of days as shown in the Declarations as the Business Income from Websites Period of Restoration.

The expiration date of this Coverage Part will not cut short the "website interruption period of restoration".

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TRANSIT COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Transit Coverage

(1) The insurance that applies to your Business Personal Property and Personal Property of Others is extended to apply to shipments of that property in the care of a carrier for hire while in transit at your risk, by motor vehicle, railroad car or aircraft between points within the Coverage Territory. This includes property you have sold and for which your responsibility continues until it is delivered.

(2) This Coverage Extension also applies to:

(a) Expenses to Inspect, Repackage and Reship Damaged Shipments

The necessary additional expenses you incur to inspect, repackage and reship Covered Property which is physically damaged as a direct result of a Covered Cause of Loss.

(b) Expenses to Protect Covered Property from Spoilage or Change in Temperature

The necessary additional expense you incur to temporarily store Covered Property in a temperature controlled environment in order to avoid or minimize physical loss or physical damage to such property from spoilage or change in temperature. Such temporary storage must be made necessary by the sudden and accidental breakdown of heating or refrigeration unit(s) on transporting conveyances.

This additional expense will not include:

(i) Expenses to repair or replace heating or refrigeration unit(s);

(ii) Costs or penalties due to detention or delay of any vehicles, trailers, conveyances or containers; or

(iii) Costs for additional wages, room, board or meals.

(c) F.O.B. Shipments

Outgoing shipments where the risk of physical loss or physical damage is transferred to the buyer when such property leaves your premises.

You must use all reasonable means to collect the amount due to you from the buyer before making a claim under this Transit Coverage. We will not make payment until you grant us the right of recovery against the buyer.

(d) Loading and Unloading

Shipments during loading or unloading and within 500 feet of any transporting conveyance.

(e) Return Shipments

Outgoing shipments which have been rejected by the consignee or are not deliverable, while:

(i) In due course of transit, being returned to you; or

(ii) Up to 10 days after delivery or attempted delivery awaiting return shipment to you.

Payment under Paragraphs **(a), (b), (c), (d) and (e)** above will not increase the Transit Coverage Limit of Insurance.

(3) Limitation **A.4.c.(3)** which limits coverage for patterns, dies, molds and forms does not apply to this Coverage Extension.

(4) Exclusions

(a) Exclusions **B.1.a.**, **Earth Movement**, and **B.1.f.**, **Water**, do not apply to this Coverage Extension.

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(b) Exclusions **B.2.g.**, **Dishonesty**, and **B.2.i.**, **Exposed Property**, do not apply to property in the custody of a carrier for hire.

(c) Exclusion **B.2.h., False Pretense**, does not apply to loss or damage caused by your good faith acceptance of false bills of lading or shipping receipts.

(d) We will not pay for physical loss or physical damage caused by or resulting from poor or insufficient packaging or packing.

(e) We will not pay for:

(i) Property in care, custody or control of you, your salespersons, or your "employees";

(ii) Mail shipments in the custody of the U.S. Postal Service;

(iii) Property of Others for which you are responsible as a:

(aa) Carrier for hire; or

(bb) Carloader, consolidator, broker, freight forwarder, shipping association, or other arranger of transportation; or

(iv) Property in or on a motor vehicle you own, lease or operate.

(f) We will not pay for physical loss or physical damage, if you impair our rights to recover damages from any carrier for hire. But you may accept from carriers for hire bills of lading, receipts or contracts of transportation which contain a limitation of value.

(5) With respect to payments under this Coverage Extension only, the following is added to Paragraph **5.d.** within Section **E., PROPERTY LOSS CONDITIONS**:

Valuation of Property in Transit

(a) Property You Own

(i) The value of Covered Property will be the amount of invoice plus accrued charges, prepaid charges and charges since shipment; or

(ii) In the absence of an invoice, the value of Covered Property will be its actual cash value, with proper deduction for depreciation, at the point of destination on the date of expected arrival.

(b) Property of Others

The most we will pay for Covered Property owned by others is the lesser of:

(i) Your legal liability for direct physical loss or physical damage to such property; or

(ii) What we would pay if you had owned the property.

(6) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Transit Coverage.

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SUMP OVERFLOW AND SUMP PUMP FAILURE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Sump Overflow and Sump Pump Failure

(1) You may extend the insurance that applies to Covered Property and Business Income and Extra Expense (if the Business Income and Extra Expense Coverage Extensions are included in this Coverage Part), to apply to direct physical loss or direct physical damage to Covered Property that is caused by or resulting from water that overflows due to the failure of a sump pump, sump pump well, or any other type of system designed to remove subsurface water from the foundation area if the failure is directly or indirectly the result of a Covered Cause of Loss. Failure means an abrupt cessation of normal functioning.

THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that overflow from a sump when the overflow is caused by any flood. This applies regardless of the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not that enters the sewer or drain system.

(2) Paragraph **B.1.d.**, **Utility Services**, and Paragraph **B.1.f.(3)** within the **Water** exclusion do not apply to this Coverage Extension.

(3) The most we will pay in any one occurrence under this Coverage Extension, including any payments for lost Business Income or incurred Extra Expense, is the Limit of Insurance shown in the Declarations for Sump Overflow and Sump Pump Failure.

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OFF-PREMISES UTILITY SERVICES – DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Off-Premises Utility Services – Direct Damage

(1) We will pay for direct physical loss of or direct physical damage to Covered Property caused by the interruption of utility service to the “scheduled premises”. The interruption must result from direct physical loss or direct physical damage by a Covered Cause of Loss to the following property not on the “scheduled premises”:

(a) "Communication supply services";

(b) "Power supply services";

(c) "Wastewater removal services" (other than an interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding); or

(d) "Water supply services".

(2) Exclusion **B.1.d.**, **Utility Services** does not apply to this Additional Coverage.

(3) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Off-Premises Utility Services – Direct Damage.

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SPOILAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Spoilage

(1) We will pay for physical loss or physical damage to your “perishable goods” at or within 1,000 feet of the "scheduled premises" caused by or resulting from:

(a) A change in temperature or humidity resulting from:

(i) “Mechanical breakdown accident” or failure of:

(aa) Stationary heating plants; or

(bb) Refrigerating , cooling or humidity control apparatus or equipment;

But only while such plants, equipment or apparatus are at the "scheduled premises".

(ii) Complete or partial failure of electric power, either on or away from your "scheduled premises". Such failure of power must be due to conditions beyond your control;

(iii) Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs or otherwise interferes with any electrical or electronic wire, device, appliance or network; or

(b) Contamination by a refrigerant.

(2) We will not pay for loss of or damage to perishable “stock" located:

(a) On buildings;

(b) In the open; or

(c) In any vehicle, other than trailers or refrigerated vehicles used for storage located within 1,000 feet of the “scheduled premises”.

(3) Coverage Extension – Business Income and Extra Expense

(a) You may extend the insurance that applies to the Business Income and Extra Expense Coverage Extensions, when such Coverage Extensions are attached to this Coverage Part, to apply to the actual loss of Business Income you sustain and necessary Extra Expense you incur due to the necessary suspension of your “operations” during the “period of restoration”. The suspension must be caused by or resulting from covered physical loss of or physical damage to “perishable goods” as described in this Coverage Extension.

(b) With respect to this Coverage Extension only, Paragraph **10.a.(1)(a)** within the definition of “period of restoration” is deleted and replaced with the following:

The number of hours shown as the Spoilage Waiting Period in the Declarations after the time of physical loss or physical damage for Business Income Coverage; or

(c) No other deductible applies to this Coverage Extension.

(d) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Spoilage Business Income Limit.

(4) None of the exclusions under Section **B.**, **EXCLUSIONS**, apply to this Coverage Extension except the following:

(a) Exclusion **B.1.a.**, **Earth Movement**;

(b) Exclusion **B.1.b.**, **Governmental Action**;

(c) Exclusion **B.1.c.**, **Nuclear Hazard**;

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(d) Exclusion **B.1.e.**, **War and Military Action**; and

(e) Paragraph **B.1.f.**, **Water**.

(5) Additional Exclusions

We will not pay for loss or damage caused by or resulting from:

(a) The disconnecting of any of the following systems from the source of power:

(i) Refrigerating;

(ii) Cooling; or

(iii) Humidity control.

(b) The loss of electrical power caused by the shutting off of any switch or other device used to control the flow of electric power or current.

(c) The inability of an electrical utility company, your stationary heating plant or any other power source to provide sufficient heat or power due to:

(i) Lack of fuel;

(ii) Lack of capacity to make enough heat or power; or

(iii) Order of the government.

(d) Breaking of any glass that is a permanent part of a refrigerating, cooling or humidity control unit.

(6) Additional Conditions

(a) We will pay for physical loss or physical damage under this Coverage Extension only when such physical loss or physical damage is not covered elsewhere in this Coverage Part or Policy or any other policy that insures “perishable goods” at the "scheduled premises".

(b) In the event of physical loss or physical damage, none of the other coverages under this Coverage Part or Policy or any other policy will share in its payment unless the provisions of the Coverage Part or policy are similar to the provisions of this Coverage Extension.

(c) We will not make payment for “perishable goods” that were beyond their expiration date at the time of loss.

(d) If an item of “perishable goods” consists of multiple doses or other measurable units, we will only pay your costs to replace the number doses or measurable units that were lost or damaged.

(7) Valuation

(a) With respect to this Coverage Extension only, Paragraph **E.5.d.** within the **Loss Payment** Condition does not apply to physical loss or physical damage to “perishable goods”.

(b) “Perishable goods” will be valued at Replacement Cost.

(c) As it pertains to coverage under this Coverage Extension, Replacement Cost means the reasonable cost that you incur to replace such property. For “perishable goods” that are no longer available at the time of loss (such as seasonal fruits, vegetables, or vaccinations), you may make claim for the costs you incurred to purchase them.

(8) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Spoilage.

B. The following changes are made to Section **G.**, **PROPERTY DEFINITIONS**:

1. The following definition is added:

"Mechanical breakdown accident" means:

a. Breaking or separation of any mechanical part(s) other than gas pipes or lines; or

b. Burning out of any electrical motor servicing such unit; and

requiring repair or replacement of the damaged parts to become functional.

But "mechanical breakdown accident" does not mean faulty operation or failure of equipment which results in a change in temperature or humidity but does not require repair or replacement of broken parts.

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2. The following definition is added:

"Perishable goods" means personal property:

a. Maintained under controlled temperature or humidity conditions for preservation; and

b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.

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UNAUTHORIZED BUSINESS CARD USE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Unauthorized Business Card Use

(1) We will pay for loss resulting from the theft or unauthorized use of business credit, debit or charge cards issued to you or registered in your name or the name of your business.

(2) We will not cover the use of a business credit, debit or charge card:

(a) By a person who has been entrusted with the card; or

(b) Any of your “employees”.

(3) All loss:

(a) Caused by one or more persons;

(b) Involving a single act or a series of related acts;

is considered one occurrence regardless or the number of individual unauthorized transactions.

(4) If suit is brought against you for liability arising out of a loss resulting from the theft or unauthorized use of your business card, credit, debit or charge card, we will pay for reasonable legal expenses incurred in that defense under this Coverage Extension.

(5) The most we will pay in any one occurrence under this Coverage Extension, including legal expenses described in Paragraph **(4)** above, is the Limit of Insurance shown in the Declarations for Unauthorized Business Card Use.

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PAVED SURFACES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6., Coverage Extensions**, of the Special Property Coverage Form:

Paved Surfaces

(1) You may extend the insurance that applies to Covered Property to apply to direct physical loss or direct physical damage by a Covered Cause of Loss to paved surfaces, including but not limited to:

(a) Bridges;

(b) Roadways;

(c) Walks;

(d) Patios; and

(e) Parking lots;

but only if you are legally liability for such physical loss or physical damage.

(2) We will not pay for loss or damage caused by tree roots, freezing, thawing or normal deterioration.

(3) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Paved Surfaces.

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LEASEHOLD IMPROVEMENTS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Leasehold Improvements

(1) If your lease is cancelled in accordance with a valid lease provision as the direct result of a Covered Cause of Loss to property at the location in which you are a tenant, and you cannot legally remove "tenant improvements and betterments", we will extend Business Personal Property coverage to apply to the unamortized value of "tenant improvements and betterments" that remain and that you were forced to abandon.

(2) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Leasehold Improvements.

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FINE ARTS COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions**:

Fine Arts Coverage

(1) We will pay for direct physical loss or direct physical damage to “fine arts” located at the “scheduled premises”, in transit to and from the “scheduled premises” or at your residence which are:

(a) Owned by you; or

(b) Owned by others but in your care, custody or control.

(2) Additional Limitation:

Art glass windows, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of fragile or brittle nature are covered against loss by breakage only if such loss or damage is caused by a "specified causes of loss."

(3) Section **B., EXCLUSIONS**, does not apply to this Coverage Extension, except for:

(a) Paragraph **B.1.b., Governmental Action**;

(b) Paragraph **B.1.c., Nuclear Hazard**; and

(c) Paragraph **B.1.e., War and Military Action**.

(4) Under this Coverage Extension, we will not pay for loss or damage:

(a) Caused by or resulting from:

(i) Delay, loss of use, loss of market, or any other causes of consequential loss;

(ii) Wear and tear, depreciation or obsolescence;

(iii) Rust, corrosion, “fungi”, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself;

(iv) Insects, birds, rodents or other animals.

(v) Dishonest acts by:

(aa) You or any of your partners;

(bb) Your directors or trustees;

(cc) Your authorized representatives or “employees”; or

(dd) Anyone, other than a carrier for hire, to whom you entrusted the Covered Property, including their “employees”, for any purpose:

Whether acting alone or in collusion with others; and

Whether or not occurring during the hours of employment;

(vi) Voluntary parting with any property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;

(vii) Unauthorized instructions to transfer property to any person or to any place;

(viii) Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to property in the custody of a carrier for hire;

(ix) Processing or work upon the property; or

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(b) To “fine arts” on exhibition at fairgrounds or at any type of exposition, unless such locations are listed and described in the Declarations.

(5) Additional Conditions

(a) Valuation

"Fine arts" covered under this Coverage Extension will be valued at the market value at the time of loss or damage.

(b) Pair or Set

In case of total loss to a “fine art” item which is part of a pair or set, we agree to pay you the full market value of the pair or set and you agree to surrender the remaining item(s) of the pair or set to us.

(c) Packing

You agree that “fine arts” will be packed and unpacked by competent packers.

(d) Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the “fine arts”, subject to the Limit of Insurance.

(6) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Fine Arts Coverage.

B. The following definition is added to Section **G., DEFINITIONS**:

"Fine arts" means paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, antique jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit.

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BACK-UP OF SEWERS AND DRAINS COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.5.**, **Additional Coverages**, of the Special Property Coverage Form:

Back-Up of Sewer or Drain Water Damage

(1) We will pay for direct physical loss or direct physical damage to Covered Property solely caused by or resulting from water that backs up from a sewer or drain.

THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that back up from any sewer or drain when it is caused by any flood. This applies regardless of the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not that enters the sewer or drain system.

(2) Paragraph **(3)** of Exclusion **B.1.f.**, **Water**, does not apply to this Additional Coverage. However, the remainder of Exclusion **B.1.f.**, **Water**, remains in full force and effect.

(3) Additional Exclusions

(a) We will not pay for loss or damage caused by or resulting from water or other materials that back up from any sewer or drain when it is caused by any flood. This applies regardless of the proximity of the flood to the Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not that enters the sewer or drain system.

(b) Sump overflow that does not occur concurrently with a back-up of a sewer or drain is not covered by this endorsement.

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BUILDING PROPERTY OF OTHERS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Building Property of Others

(1) If you occupy a "scheduled premises" as a tenant, and a written lease or rental agreement for that "scheduled premises" requires you to pay for loss or damage to a part of building property you do not own, we will pay for direct physical loss or direct physical damage to that part of building property, other than exterior building glass, caused by or resulting from a Covered Cause of Loss.

(2) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Building Property of Others.

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COMPUTERS WORLDWIDE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Computers Worldwide

(1) We will pay for direct physical loss or direct physical damage to your “computers” anywhere in the world, including while in transit, caused by or resulting from a Covered Cause of Loss.

(2) We will not pay for loss or damage caused by, resulting from or arising out of the theft of “computers” which are in transit as checked baggage.

(3) The coverage territory defined in Paragraph **F.5.b.** does not apply to this Coverage Extension.

(4) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Computers Worldwide.

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TRANSIT BUSINESS INCOME

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**, of the Special Property Coverage Form:

Transit Business Income

(1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the "transit period of restoration" due to the necessary suspension of your “operations” caused by or resulting from direct physical loss or direct physical damage to Covered Property in transit. Such direct physical loss or direct physical damage must be caused by or resulting from a Covered Cause of Loss.

(2) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or direct physical damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll expenses.

(3) Payroll expenses includes:

(a) Payroll;

(b) Employee benefits; if directly related to payroll;

(c) FICA payments you pay;

(d) Union dues you pay; and

(e) Workers’ compensation premiums.

(4) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations":

(b) To minimize the suspension of business if you cannot continue "operations"; or

(c) To:

(i) Repair or replace any property; or

(ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

(5) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your business activities.

(6) Extra Expense does not apply to:

(a) Any deficiencies in insuring Building or Business Personal Property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

(7) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your business activities.

(8) We will deduct from the total Extra Expense to be paid:

(a) The salvage value that remains of any property bought for temporary use during the “transit period of restoration”, once your “operations” are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

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(9) We will not pay for any increase of Business Income or Extra Expense loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations', we will cover such loss that affects your Business Income during the "transit period of restoration".

(c) Any other consequential loss.

(10) A waiting period may apply, however, no deductible applies to this Coverage Extension.

(11) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Transit Business Income.

B. The following definition is added to Section **G. PROPERTY DEFINITIONS**:

"Transit period of restoration"

a. Means the period of time that:

(1) Begins:

(a) The number of hours shown in the Declarations after the time of direct physical loss or direct physical damage to Covered Property in transit for Business Income coverage under the Transit Business Income Coverage Extension; or

(b) Immediately after the time of direct physical loss or direct physical damage to Covered Property in transit for Extra Expense coverage; and

(2) Ends on the earlier of:

(a) The date when the damaged Covered Property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) Exhaustion of the number of consecutive months as shown on the Declarations as the Transit Business Income Period of Restoration.

b. Does not include any increased period required due to enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to "pollutants and contaminants".

The expiration date of this Coverage Part will not cut short the "transit period of restoration".

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OUTDOOR SIGNS ON PREMISES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Paragraph **A.6.**, **Coverage Extensions**:

Outdoor Signs On Premises

(1) We will pay for direct physical loss or direct physical damage to outdoor signs at the "scheduled premises" which are:

(a) Owned by you; or

(b) Owned by others but in your care, custody or control.

(2) Section **B.**, **EXCLUSIONS**, does not apply to this Coverage Extension, except for:

(a) Exclusion **B.1.b.**, **Governmental Action**;

(b) Exclusion **B.1.c.**, **Nuclear Hazard**; and

(c) Exclusion **B.1.e.**, **War and Military Action**;

(3) Under this Coverage Extension, we will not pay for loss or damage caused by or resulting from:

(a) Wear and tear;

(b) Hidden or latent defect;

(c) Rust;

(d) Corrosion; or

(e) Mechanical breakdown.

(4) The most we will pay in any one occurrence under this Coverage Extension is the Limit of Insurance shown in the Declarations for Outdoor Signs On Premises.

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BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE — **Beginning On Page**

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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C**. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

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

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

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

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

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

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

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or “suit” alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or “suit” for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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TEXAS CHANGES – BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to paragraph **2.**, **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **E.**, **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS** and similar conditions in any liability endorsement attached to this Coverage Part:

1. The following provision is added:

We will notify the first Named Insured in writing of any:

(1) Initial offer to settle a claim made or "suit" brought against the insured under the liability section of this Coverage Part. The notice will be given within 10 days after the date the offer is made.

(2) Any settlement of a claim made or "suit" brought against the insured under the liability section of this Coverage Part. The notice will be given within 30 days after the date of the settlement.

2. The following provision is added:

With regard to liability for "bodily injury", "property damage" and "personal and advertising injury", no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit" or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part, unless we are prejudiced by such failure to comply with the requirement.

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HIRED AUTO AND NON-OWNED AUTO LIABILITY- TEXAS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. Amended Coverage:

The following is added to Section **A. COVERAGES**

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" or "non-owned auto".

B. The following changes are made to Section **B. EXCLUSIONS**:

1. Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to a "hired auto" or "non-owned auto".

2. Exclusion **e. Employer's Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

3. Exclusion **f. Pollution** is deleted and replaced by the following:

(1) Coverage does not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) That are, or that are contained in any property that is:

(i) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(ii) Otherwise in the course of transit by or on behalf of the insured; or

(iii) Being stored, disposed of, treated or processed in or upon the covered "auto";

(b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

(2) Paragraph **(1)(a)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(b) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.f.(2)** and **15.f.(3)** of the definition of "mobile equipment".

(3) Paragraphs **(1)(b)** and **(1)(c)** above of this exclusion do not apply to accidents that occur away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

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4. The following exclusion is added:

Fellow employee:

Coverage does not apply to "bodily injury" to any fellow "employee" of the insured arising out of the operation of an "auto" owned by the insured in the course of the fellow "employee's" employment.

5. The following exclusion is added:

Care, custody or control:

Coverage does not apply to "property damage" involving property owned or transported by the insured or in the insured's care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Section **C**. **WHO IS AN INSURED** is replaced with the following:

The following are insureds:

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction; or

(4) A customer's auto that is in your care, custody or control for service.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow a "non-owned auto".

(2) Someone using a "non-owned auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), or a member (if you are a limited liability company), a leasee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company), for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto", covered by this endorsement, the following changes are made to Section **E. LIABILITY AND MEDICAL EXPENSES CONDITIONS**

1. Other Insurance

a. Except for any liability assumed under an "insured contract", the insurance provided by this endorsement is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customers' auto by you or your "employee".

b. When this endorsement and any other endorsement, coverage part, or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our endorsement bears to the total of the limits of all the endorsements, coverage parts, and policies covering on the same basis.

2. Two Or More Coverage Parts, Endorsements, Or Policies Issued By Us

If this endorsement and any other endorsement, coverage part or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the endorsements, coverage parts, or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage part or policy. This condition does not apply to any endorsement, coverage part or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

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3. The following condition is added:

Financial Responsibility Laws

a. With respect to a “hired auto” or “non-owned auto” to which this insurance applies, when this endorsement is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by this endorsement for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to a “hired auto" or “non-owned auto” to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

E. LIMITS OF INSURANCE

In Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE**, Paragraph **2.** Aggregate Limits does not apply to "bodily injury" or "property damage" for Hired and Non-Owned Auto Liability provided by this endorsement.

F. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES** Definitions:

1. The following definition is added:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. The following definition is added:

"Non-owned auto" means any "auto" you do not own, lease, hired, rent or borrow which is used in connection with your business. This includes"

a. "Autos" owned by your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

b. Customers’ "auto" that is in your care, custody or control for service.

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EXCLUSION - NUCLEAR ENERGY LIABILITY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. This insurance does not apply:

1. To any injury or damage:

a. With respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

3. Under any Medical Payments or Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

4. To any injury or damage resulting from the "hazardous properties" of "nuclear material"; if:

a. The "nuclear material":

(1) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(2) Has been discharged or dispersed therefrom;

b. The "nuclear material" is contained in "spent fuel" or "waste" at any time was possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

c. The injury or damage arises out of the furnishing by any insured of any "technology services" in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or

d. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(d)** applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion, the following definitions apply:

1. "Byproduct material", "source material" and "special nuclear material" have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

2. "Computer system and network" means:

a. Leased or owned computer hardware including mobile, networked, and data storage computing equipment;

b. Owned or licensed software;

c. Owned websites;

d. Leased or owned wireless input and output devices; and

e. Electronic backup facilities and data storage repositories employed in conjunction with **2.a.** through **2.d.** above.

3. "Hazardous properties" include radioactive, toxic or explosive properties.

4. "Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for:

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(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing or packaging "waste",

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

5. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".

6. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

7. “Property damage" and injury or damage include all forms of radioactive contamination of property.

8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

9. "Technology services" means:

a. The following services performed for others:

(1) Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;

(2) Integration of systems;

(3) Processing of, management of, mining or warehousing of data;

(4) Administration, management, operation or hosting of: another party's systems, technology or computer facilities;

(5) Website development; website hosting;

(6) Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;

(7) Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;

(8) Design and development of: code, software or programming;

(9) Providing software application: services, rental or leasing;

(10) Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;

(11) "Telecommunication services"; and

(12) "Telecommunication products".

b. Web-related software and connectivity services performed for others; and

c. Activities on the named insured's "computer system and network".

10. "Waste" means any waste material:

a. Containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content; and

b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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EXCLUSION – FUNGI, BACTERIA AND VIRUSES

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

a. Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:

(1) Fungi, including but not limited to mold, mildew, and yeast;

(2) Bacteria;

(3) Viruses; or

(4) Dust, spores, odors, particulates or by-products, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in **(1), (2),** or **(3)** above;

from any source whatsoever.

b. Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in **a.(1), (2), (3)** or **(4)** above, from any source whatsoever.

However, this exclusion does not apply to "bodily injury" or "property damage" caused by the ingestion of food.

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EXCLUSION – SILICA – BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

Silica

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or “personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following definition is added to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including, but not limited to, quartz.

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EXCLUSION OF COVERAGE FOR SPECIAL EVENTS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **B.**, **EXCLUSIONS**:

Exclusion of Coverage for Special Events

This insurance does not apply to:

a. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or athletic exhibition; or

b. "Bodily injury", "property damage" or "personal and advertising injury arising out of:

(1) The ownership, maintenance, operation, use or entrustment to others of any:

(a) Mechanically operated amusement devices;

(b) Aircraft and similar devices including but not limited to balloons, parasails, parachutes, hang gliders and ultralights; or

(c) Trampoline or gymnastic rebounding device;

(2) Any fireworks display;

(3) Any musical concert with more than 250 attendees;

(4) Animal related activities;

(5) Auto, motorcycle or boat races or events;

(6) Biking events;

(7) Bungee jumping;

(8) Water related activities;

(9) Construction activities;

(10) Demonstrations, strikes, protests or rallies;

(11) Traffic control, road closures, route lay-out or planning; or

(12) Provision or arrangement of transportation including any contract to furnish transportation

regardless of whether sponsored, conducted or organized in whole or in part by the insured; or held on premises owned by the insured or on any other premises.

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard”.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

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(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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EXCLUSION – TOTAL LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

Exclusion **B.1.c.**, **Liquor Liability** is deleted and replaced by the following:

c. Liquor Liability

(1) "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(a) Causing or contributing to the intoxication of any person;

(b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(c) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(d) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

(2) This exclusion applies to any injury or damage arising out of or in any way related to an insured's:

(a) Manufacturing, selling, or distributing alcoholic beverages;

(b) Serving or furnishing alcoholic beverages for a charge whether or not such activity:

(i) Requires a license; or

(ii) Is for the purpose of financial gain or livelihood; or

(c) Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity; or

(d) 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;

(3) This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured if the "bodily injury" or "property damage" involved that which is described in Paragraphs **(1)** or **(2)** above.

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IMPORTANT NOTICE TO POLICYHOLDERS - EXCLUSION – SILICA – TEXAS

Please be aware that form, SL 20 78, Exclusion – Silica, is attached to your Spectrum Policy.

If your Policy also contains form SU 00 00, Umbrella Liability Supplemental Policy, then form SU 20 01, Exclusion – Silica, is also attached if your Policy.

These forms eliminate coverage for any injury, damage, loss, cost or expense arising out of the silica hazard.

Please review your Policy and contact your agent, broker or representative if you have any questions. Thank you for choosing The Hartford as your insurer.

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IMPORTANT NOTICE TO POLICYHOLDERS – ASBESTOS HAZARD EXCLUSION - TEXAS

The provisions of the attached Policy contain an Asbestos Hazard Exclusion that applies to both the Business Liability Coverage Form and Umbrella Liability Supplemental Policy. The Asbestos Hazard Exclusion eliminates coverage for any injury or damage arising out of asbestos.

Please review your Policy and contact your agent, broker or representative if you have any questions. Thank you for choosing The Hartford as your insurer.

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EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

NOTICE: COVERAGE PROVIDED BY THIS COVERAGE PART IS CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE DEDUCTIBLE. PAYMENTS OF CLAIM EXPENSES ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMITS OF LIABILITY. PLEASE READ THE COVERAGE PART CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. UPON TERMINATION OF THIS COVERAGE PART, EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE.

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EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

Various provisions in this Policy restrict coverage. Please read the entire Policy carefully to determine your rights, duties and what is and is not covered.

Throughout this Coverage Part the words you and your refer to the "Named Insured" in the Declarations. The words we, us and our refer to the stock insurance company member of THE HARTFORD shown on the Declarations Page.

Words and phrases that appear in quotation marks are defined in **SECTION II - DEFINITIONS** of this Coverage Part.

In consideration of, and subject to, the payment of the premium by you and in reliance upon the accuracy and completeness of the "application", including but not limited to the statements, attachments and exhibits contained in and submitted with the "application", we agree with you, subject to all terms, exclusions and conditions of this Coverage Part, as follows:

SECTION I - INSURING AGREEMENT

Employment Practices Liability

We shall pay "loss" on behalf of the "insureds" resulting from an "employment practices claim" first made against the "Insureds" during the "policy period" or Extended Reporting Period, if applicable, for an "employment practices wrongful act" by the "insureds".

SECTION II – DEFINITIONS

A. "Application" means the application for this Coverage Part, including any materials or information submitted therewith or made available to us during the underwriting process, which application shall be on file with us. Such "application" shall be deemed a part of this Coverage Part and attached hereto. In addition, "application" includes any warranty, representation or other statement provided to us within the past three years in connection with any policy or coverage part of which this Coverage Part is a renewal or replacement.

B. "Benefits" means perquisites, fringe benefits, deferred compensation, severance pay and any other form of compensation (other than salaries, wages, or bonuses as a component of a front or back pay award).

C. "Claim" means any "employment practices claim".

D. "Claim expenses" means:

1. reasonable and necessary legal fees and expenses, including, but not limited to, e-discovery expenses, incurred in the defense or appeal of a "claim";

2. "Extradition costs"; or

3. the costs of appeal, attachment or similar bonds, provided that we shall have no obligation to furnish such bonds.

However, "claim expenses" shall not include:

a. salaries, wages, remuneration, overhead or benefit expenses associated with any "insureds";

b. any fees, expenses or costs which are incurred by or on behalf of a party which is not a covered "insured"; or

c. any fees, expenses or costs which were incurred prior to the date on which we received written notice of the "claim" from the "insured".

E. "Controlled partnership" means a limited partnership in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the limited partnership interest and an "insured entity" is the sole general partner.

F. "Damages" means the amounts, other than "claim expenses", that the "insureds" are legally liable to pay solely as a result of a "claim" covered by this Coverage Part, including:

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1. compensatory damages, including front pay and back pay;
2. settlement amounts;
3. pre- and post-judgment interest;
4. costs awarded pursuant to judgments;
5. punitive and exemplary damages;
6. the multiple portion of any multiplied damage award; or
7. liquidated damages under the Age Discrimination in Employment Act and the Family and Medical Leave Act.

However, "damages" shall not include:

a. taxes, fines or penalties imposed by law;
b. non-monetary relief;
c. "Benefits";
d. future compensation for any person hired, promoted, or reinstated pursuant to a judgment, settlement, order or other resolution of a "claim";
e. "Stock benefits";
f. costs associated with providing any accommodations required by the Americans with Disabilities Act or any similar law; or
g. any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.

G. "Debtor in possession" means a "debtor in possession" as such term is defined in Chapter 11 of the United States Bankruptcy Code as well as any equivalent status under any similar law.

H. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or any domestic partner relationship arrangement recognized outside of the United States and under the Human Resource policy of the "insured entity".

I. "Employee" means any natural person who was, is or shall become a(n):

1. employee of an "insured entity" including any part time, seasonal, temporary, leased, or loaned employee; or
2. volunteer or intern with an "insured entity".

J. "Employee data privacy wrongful act" means:

1. the failure to prevent any unauthorized access to or use of data containing "Private Employment Information" of any "Employee" or applicant for employment with the "Insured Entity" including any such failure that directly results in a violation with respect to the privacy of such "Employee's" or applicant's medical information under the Health Insurance Portability and Accountability Act (HIPAA) or credit information under the Fair Credit Reporting Act (FCRA); or
2. the failure to notify any "employee" or applicant for employment with the "insured entity" of any actual or potential unauthorized access to or use of "private employment information" of any "employee" or applicant for employment with the "insured entity", if such notice was required by state or federal regulation or statute.

K. "Employment practices claim" means any:

1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand, including, without limitation, a written demand for employment reinstatement;
2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
3. formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document;

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by or on behalf of an "employee", an applicant for employment with an "insured entity", or an "independent contractor".

"Employment practices claim" also means the receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief that is the result of an audit conducted by the United States Office of Federal Contract Compliance Programs.

"Employment practices claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "Employment practices claim" as described above. Such "claim" shall be commenced by the receipt of such request.

However**, "**employment practices claim" shall not include any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

L. "Employment practices wrongful act" means:

1. wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;

2. sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;

3. employment discrimination, including discrimination based upon age, gender, race, color, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law;

4. "Retaliation";

5. breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement; or

6. violation of the Family and Medical Leave Act.

"Employment practices wrongful act" also means the following, but only when alleged in addition to or as part of any "employment practices wrongful act" described above:

a. employment-related wrongful infliction of mental anguish or emotional distress;

b. failure to create, provide for or enforce adequate or consistent employment-related policies and procedures;

c. negligent retention, supervision, hiring or training;

d. employment-related invasion of privacy, defamation, or misrepresentation; or

e. an "employee data privacy wrongful act".

M. "ERISA" means the Employee Retirement Income Security Act of 1974.

N. "Extradition costs" means reasonable and necessary fees and expenses directly resulting from a "claim" in which an "insured person" lawfully opposes, challenges, resists or defends against any request for the extradition of such "insured person" from his or her current country of employ and domicile to any other country for trial or otherwise to answer any criminal accusation, including the appeal of any order or other grant of extradition of such "insured person".

O. "Financial insolvency" means the status of an "insured entity" as a result of:

1. the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such "insured entity"; or

2. such "insured entity" becoming a "debtor in possession".

P. "Independent contractor" means any natural person working in the capacity of an independent contractor pursuant to an "independent contractor agreement".

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Q. "Independent contractor agreement" means any express contract or agreement between an "independent contractor" and an "insured entity" specifying the terms of the "insured entity's" engagement of such "independent contractor".

R. "Insured entity" means:

1. the "named insured"; or

2. any "subsidiary".

"Insured entity" shall include any such entity as a "debtor in possession".

"Insured entity" shall also include any such entity in its capacity as a general partner of a "controlled partnership".

S. "Insured person" means any:

1. "Employee";

2. "Manager"; or

3. regarding the Employment Practices Liability Insuring Agreement, an "independent contractor" provided that within 30 days of an "employment practices claim" having been made against such "independent contractor" that the "insured entity" agrees in writing to indemnify such "independent contractor" for any "loss" arising out of such "claim".

T. "Insureds" means any:

1. "Insured entity"; or

2. "Insured person".

U. "Interrelated wrongful acts" means "wrongful acts" that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes.

V. "Loss" means "claim expenses" and "damages"**.**

W. "Manager" means any natural person who was, is or shall become a(n):

1. duly elected or appointed director, advisory director, board observer, advisory board member, officer, member of the board of managers or management committee member of an "insured entity"**;**

2. "Employee" in his/her capacity as legal counsel to an "insured entity"; or

3. executive of an "insured entity" created outside the United States to the extent that such executive holds a position equivalent to those described in **1**. or **2**. above.

X. "Named insured" means the individuals, partnerships or corporations designated in the Declarations.

Y. "Notice manager" means the natural persons in the offices of the chief executive officer, chief financial officer, general counsel, risk manager, human resources manager or any equivalent position to the foregoing, of an "Insured Entity".

Z. "Policy period" means the period from the Effective Date to the Expiration Date set forth in the Declarations or any earlier cancellation date.

AA. "Private employment information" means any information regarding an "employee" or applicant for employment with the "insured entity", which is collected or stored by an "insured" for the purposes of establishing, maintaining or terminating an employment relationship.

BB. "Retaliation" means adverse treatment of an "employee" or "independent contractor" based upon such person:

1. exercising any rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, "ERISA", or the Americans with Disabilities Act;

2. refusing to violate any law;

3. assisting, testifying, or cooperating with a proceeding or investigation regarding alleged violations of law by any "insured";

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4. disclosing or threatening to disclose alleged violations of law to a superior or to any governmental agency; or
5. filing any *whistle blower* claim against any "insured" under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar law.

CC. "Stock benefits" means any offering, plan or agreement between an "insured entity" and any "employee" that grants stock, stock options or stock appreciation rights in the "insured entity" to such person, including, without limitation, restricted stock or any other stock grant. "Stock benefits" shall not include employee stock ownership plans or employee stock purchase plans.

DD. "Subsidiary" means any:

1. corporation in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
2. limited liability company in which and so long as the "named insured" owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managing members;
3. a "controlled partnership";
4. corporation operated as a joint venture in which and so long as the "named insured" owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the "named insured" solely controls the management and operation of such corporation; or
5. foundation, charitable trust or political action committee in which and so long as such entity or organization is controlled by the "named insured" or any "subsidiary" as defined in **1.** through **4.** above.

EE. "Wage and hour violation" means any actual or alleged violation of the duties and responsibilities that are imposed upon an "insured" by any federal, state or local law or regulation anywhere in the world, including but not limited to the Fair Labor Standards Act or any similar law (except the Equal Pay Act), which govern wage, hour and payroll practices. Such practices include but are not limited to:

1. the calculation and payment of wages, overtime wages, minimum wages and prevailing wage rates;
2. the calculation and payments of benefits;
3. the classification of any person or organization for wage and hour purposes;
4. reimbursing business expenses;
5. the use of child labor; or
6. garnishments, withholdings and other deductions from wages.

FF. "Wrongful act" means any actual or alleged "employment practices wrongful act".

SECTION III - EXCLUSIONS

A. We shall not pay "Loss":

1. for bodily injury, sickness, disease, death, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of "loss" that directly results from mental anguish or emotional distress when alleged in connection with an otherwise covered "employment practices wrongful act";
2. for any actual or alleged "wrongful act" by "insured persons" of any "subsidiary" in their capacities as such, or by any "subsidiary", if such "wrongful act" actually or allegedly occurred when such entity was not a "subsidiary";
3. in connection with any "claim" based upon, arising from, or in any way related to any:
   a. prior or pending demand, suit, or proceeding against any "insured" as of, or
   b. audit initiated by the United States Office of Federal Contract Compliance Programs before,

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the effective date of the first Employment Practices Liability Coverage Part issued and continuously renewed by us, or the same or substantially similar fact, circumstance, or situation underlying or alleged in such demand, suit, proceeding, or audit;

4. in connection with any "claim" based upon, arising from, or in any way related to any fact, circumstance, or situation that, before the Effective Date in the Declarations, was the subject of any notice given under any other employment practices liability policy, management liability policy or other insurance policy which insures "wrongful acts" covered under this Coverage Part;

5. in connection with any "claim" based upon, arising from, or in any way related to the liability of others assumed by an "insured" under any contract or agreement; provided, however, this exclusion shall not apply to liability that would have been incurred in the absence of such contract or agreement;

6. for breach of any "independent contractor agreement"; or

7. for a lockout, strike, picket line, hiring of replacement workers or similar action in connection with any labor dispute, labor negotiation or collective bargaining agreement.

B. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:

1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;

2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or

3. any "wage and hour Violation"

Provided, however, that this exclusion **B.** shall not apply to that portion of "loss" that represents a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation".

C. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to liability incurred for breach of any oral, written, or implied employment contract; provided, however, that this exclusion shall not apply to liability that would have been incurred in the absence of such contract nor shall it apply to the portion of "loss" representing "claim expenses" incurred to defend against such liability.

SECTION IV - DISCOVERY CLAUSE

If, during the "policy period", the "insureds" become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim", and, if written notice of such "wrongful act" is given to us during the "policy period", including the reasons for anticipating such a "claim", the nature and date of the "wrongful act", the identity of the "insureds" allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the "insureds" first became aware of the "wrongful act", then any "claim" subsequently arising from such "wrongful act" shall be deemed to be a "claim" first made during the "policy period" on the date that we receive the above notice.

SECTION V - EXTENDED REPORTING PERIOD

Subject to provisions **A.** through **G.** below, if this Coverage Part is canceled or non-renewed other than for non-payment of premium, you shall have the right to purchase an extended period to report "claims" under this Coverage Part for any "claim" first made during the period of time set forth in the Supplemental Extended Reporting Period Endorsement, and following the effective date of such cancellation or nonrenewal and reported in writing during such period or within sixty (60) days thereafter, but only with respect to any "wrongful act" which takes place prior to the effective date of such cancellation or nonrenewal.

A. The Extended Reporting Period shall be effective only upon the payment of an additional premium. The additional premium will be 200% of the annual advance premium for this coverage. At the commencement of the Extended Reporting Period, the entire premium thereof shall be deemed fully earned and non-refundable.

B. The quotation of a different premium or deductible or limit of liability for renewal is not a cancellation or refusal to renew for the purposes of this provision.

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C. You shall have no right to purchase the Extended Reporting Period, unless you have satisfied all conditions of the Coverage Part and all premiums and deductibles outstanding have been paid.

D. Your right to purchase the Extended Reporting Period shall terminate unless written notice together with full payment of the premium for the Extended Reporting Period is given to us no later than sixty (60) days following the effective date of cancellation or nonrenewal.

E. The fact that the period of time to report "claims" is extended by virtue of the Extended Reporting Period shall not increase or reinstate the Limit of Liability stated in the Declarations.

F. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "wrongful acts" that occur before the end of the "policy period".

"Claims" for such injury which are first received within sixty (60) days after the "policy period", or during the Extended Reporting Period if in effect, will be deemed to have been made on the last date of the "policy period".

G. Once in effect, Extended Reporting Periods may not be canceled by us.

SECTION VI -COVERAGE TERRITORY

Coverage under this Coverage Part applies worldwide, provided that the "claim" is made and any legal action is pursued within the Unites States, its territories, possessions or commonwealths, or Canada.

SECTION VII - LIMITS OF LIABILITY AND DEDUCTIBLE

A. The maximum we will pay for each "claim" under this Coverage Part is the Each Claim Limit of Liability stated in the Declarations, subject to the Annual Aggregate Limit of Liability stated in the Declarations.

The maximum we will pay for all "claims" under this Coverage Part is the Annual Aggregate Limit of Liability stated in the Declarations, regardless of the number of "claims".

If the applicable Limit of Liability for this Coverage Part is exhausted, the premium for this Coverage Part shall be deemed fully earned. "Claim expenses" shall be part of, and not in addition to, the Limits of Liability. Payment of "claim expenses" by us shall reduce each Limit of Liability.

B. We shall pay "loss" in excess of the Deductible applicable to each "claim" as specified on the Declarations.

C. All Deductibles shall be borne by the "insureds" at their own risk; they shall not be insured.

D. The Deductible shall apply to "claim expenses" covered hereunder. If, any "claim expenses" are incurred by us prior to the "insured's" complete payment of the Deductible, then the "insureds" shall reimburse us therefor upon our request.

E. No Deductible shall apply to "loss" incurred by any "insured person" that an "insured entity" is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of "financial insolvency".

F. If an "insured entity" is permitted or required by common or statutory law to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, and does not do so other than because of "financial insolvency", then such "insured entity" and the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the Deductible that would have applied if such indemnification had been made.

G. If a "subsidiary" is unable to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, because of "financial insolvency", then the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the applicable Deductible that would have applied if such indemnification had been made.

The Limit of Liability for this Coverage Part applies separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

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SECTION VIII - DUTIES IN THE EVENT OF CLAIM; DEFENSE AND SETTLEMENT

A. We shall have the right and duty to defend "claims" covered under this Coverage Part, even if such "claim" is groundless, false or fraudulent, provided that:

1. the "insureds" give notice to us in accordance with the applicable notice provisions; and

2. such "claim" does not involve allegations, in whole or in part, of a "wage and hour violation".

For any "claim" involving allegations, in whole or in part, of a "wage and hour violation", it shall be the duty of the "insureds", and not our duty, to defend such "claim".

B. If we have the duty to defend a "claim", our duty to defend such "claim" shall cease upon exhaustion of any applicable Limit of Liability.

C. The "insureds" shall not admit or assume any liability, make any settlement offer or enter into any settlement agreement, stipulate to any judgment, or incur any "claim expenses" regarding any "claim" without our prior written consent, such consent not to be unreasonably withheld. We shall not be liable for any admission, assumption, settlement offer or agreement, stipulation, or "claim expenses" to which we have not consented.

D. We shall have the right to associate ourself in the defense and settlement of any "claim" that appears reasonably likely to involve this Coverage Part. We may make any investigation we deem appropriate in connection with any "claim". We may, with the written consent of the "insureds", settle any "claim" for a monetary amount that we deem reasonable.

E. The "insureds" shall give to us all information and cooperation as we may reasonably request. However, if we are, in our sole discretion, able to determine coverage for cooperating "insureds", the failure of one "insured person" to cooperate with us shall not impact coverage provided to cooperating "insureds".

F. With respect to a covered "claim" for which we do not have the duty to defend, we shall advance "claim expenses" in accordance with Section VIII I. that we believe to be covered under this Coverage Part until a different allocation is negotiated, arbitrated or judicially determined.

G. Required **Notice to Us**

As a condition precedent to coverage under this Coverage Part, the "insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

1. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or

2. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;

provided, however, that if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

However, with regard to any "employment practices claim" which is brought as a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document, as a condition precedent to coverage under this Coverage Part the "insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

3. if this Coverage Part is renewed, no more than 180 days after a "notice manager" becomes aware of such "claim"; or

4. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or

5. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;

provided, if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

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H. Subrogation

1. We shall be subrogated to all of the "insureds'" rights of recovery regarding any payment of "loss" by us under this Coverage Part. The "insureds" shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable us to effectively bring suit in the name of the "insureds". The "insureds" shall do nothing to prejudice our position or any potential or actual rights of recovery.
2. We shall not exercise our rights of subrogation against an "insured person" under this Coverage Part unless such "insured person" has:
   a. obtained any personal profit, remuneration or advantage to which such "insured person" was not legally entitled, or
   b. committed a criminal or deliberately fraudulent act or omission or any willful violation of law,

   if a judgment or other final adjudication establishes such personal profit, remuneration, advantage, act, omission, or violation.

I. Allocation

Where "insureds" who are afforded coverage for a "claim" incur an amount consisting of both "loss" that is covered by this Coverage Part and also loss that is not covered by this Coverage Part, because such "claim" includes both covered and uncovered matters, then coverage shall apply as follows:

1. with respect to a covered "claim" for which we have the duty to defend:
   a. 100% of the "insured's" "claim expenses" shall be allocated to covered "loss"; and
   b. All other "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.
2. with respect to a covered "claim" for which we do not have the duty to defend, all "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.

SECTION IX - CONDITIONS

A. Coverage Part Priority; Headings

If any provision in this Coverage Part is inconsistent or in conflict with the terms and conditions of any provisions in this Policy, the terms and conditions of this Coverage Part shall control only for purposes of determining coverage hereunder. The headings of the various sections of this Coverage Part are intended for reference only and shall not be part of the terms and conditions of coverage.

B. Notice Addresses

1. All notices to the "insureds" shall be sent to the first "named insured" at the address specified in the Declarations.
2. All notices to us shall be sent to the address specified in the Declarations. Any such notice shall be effective upon receipt by us at such address.

C. Spousal/Domestic Partner Liability Coverage

Coverage shall apply to the lawful spouse or "domestic partner" of an "insured person" for a "claim" made against such spouse or "domestic partner", provided that:

1. such "claim" arises solely out of:
   a. such person's status as the spouse or "domestic partner" of an "insured person"; or
   b. such spouse or "domestic partner's" ownership of property sought as recovery for a "wrongful act";
2. the "insured person" is named in such "claim" together with the spouse or "domestic partner"; and
3. coverage of the spouse or "domestic partner" shall be on the same terms and conditions, including any applicable Deductible , that applies to coverage of the "insured person" for such "claim".

   No coverage shall apply to any "claim" for a "wrongful act" of such spouse or "domestic partner".

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D. Estates and Legal Representatives

In the event of the death, incapacity or bankruptcy of an "insured person", any "claim" made against the estate, heirs, legal representatives or assigns of such "insured person" for a "wrongful act" of such "insured person" shall be deemed to be a "claim" made against such "insured person". No coverage shall apply to any "claim" for a "wrongful act" of such estate, heirs, legal representatives or assigns.

E. Minimum Standards

In the event that there is an inconsistency between:

1. the terms and conditions that are required to meet minimum standards of a state's law (pursuant to a state amendatory endorsement attached to this Coverage Part), and

2. any other term or condition of this Coverage Part,

it is understood and agreed that, where permitted by law, we shall apply those terms and conditions of **1.** or **2.** above that are more favorable to the "insured"**.**

F. Other Insurance

1. The coverage provided under this Coverage Part for any "employment practices claim" shall be primary.

2. Notwithstanding the above, the coverage provided under this Coverage Part for any "employment practices claim" made against a temporary, leased or loaned "employee" or an "independent contractor" shall be excess of the amount of any deductible, retention and limits of liability under any other policy or policies applicable to such "claim", whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy number.

G. Interrelationship of Claims

All "claims" based upon, arising from or in any way related to the same "wrongful act" or "interrelated wrongful acts" shall be deemed to be a single "claim" for all purposes under this Coverage Part first made on the earliest date that:

1. any of such "claims" was first made, regardless of whether such date is before or during the "policy period";

2. notice of any "wrongful act" described above was given to us under this Coverage Part pursuant to Sections IV or VIII; or

3. notice of any "wrongful act" described above was given under any prior insurance policy.

H. Deductible Waiver

Regarding a "claim" that is a class action civil proceeding, no Deductible shall apply to "claim expenses" incurred in connection with such "claim", and we shall reimburse the "insureds" for any covered "claim expenses" paid by the "insureds" within the Deductible otherwise applicable to such "claim", if a:

1. final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment; or

2. complete and final settlement with prejudice;

establishes that none of the "insureds" in such "claim" are liable for any "loss".

I. Application

1. The "insureds" represent that the Declarations and statements contained in the "application" are true, accurate and complete. This Coverage Part is issued in reliance upon the "application".

2. If the "application" contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by us no coverage shall be afforded under this Coverage Part for any "insureds" who knew on the Effective Date of this Coverage Part of the facts that were so misrepresented, provided that:

a. knowledge possessed by any "insured person" shall not be imputed to any other "insured person"; and

b. knowledge possessed by any of your chief executive officer, general counsel, chief financial officer, human resources director or any position equivalent to the foregoing of the "named insured", or anyone signing the "application", shall be imputed to all "insured entities". No other person's knowledge shall be imputed to an "insured entity".

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J. Changes in Exposure

1. Acquisitions or Created Subsidiaries

If, before or during the "policy period", any "insured entity" acquires or creates a "subsidiary", then such acquired or created entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part**,**, but only for "wrongful acts" occurring after such acquisition or creation. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such acquisition or creation, or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any such acquired or created entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such acquisition or creation, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the acquisition or creation as soon as practicable (but, in all cases, within ninety (90) days of such acquisition or creation). There shall be no coverage under any renewal or replacement of this Coverage Part for any such new "subsidiary" and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

2. Mergers

If, before or during the "policy period", any "insured entity" merges with another entity such that the "insured entity" is the surviving entity, then such merged entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part, but only for "wrongful acts" occurring after such merger. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such merger or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any newly merged entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such merger, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the merger as soon as practicable (but, in all cases, within ninety (90) days of such merger). There shall be no coverage under any renewal or replacement of this Coverage Part for any newly merged entity or any of its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

3. Takeover of Named Insured

If, before or during the "policy period":

a. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity; or

b. more than 50% of the securities representing the right to vote for the "named insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Coverage Part, but only for "wrongful acts" occurring before any such transaction. No coverage shall be available for any "wrongful act" occurring after such transaction. Upon such transaction, this Coverage Part shall not be cancelled and the entire premium for this Coverage Part shall be deemed fully earned. The "insured" shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then we will not be obligated to offer any renewal or replacement of this Coverage Part.

4. Loss of Subsidiary Status

If, before or during the "policy period", any entity ceases to be a "subsidiary", then coverage shall be available under this Coverage Part for such "subsidiary" and its "insured persons", but only for a "wrongful act" of such "insureds" occurring before such transaction. No coverage shall be available for any "wrongful act" of such "insureds" occurring after such transaction.

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K. References To Laws

1. Wherever this Coverage Part mentions any law, including, without limitation, any statute, Act or Code of the United States, such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.
2. Wherever this Coverage Part mentions any law or laws, including, without limitation, any statute, Act or Code of the United States, and such mention is followed by the phrase "or any similar law", such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

L. Action Against Us

1. No action shall be taken against us unless there shall have been full compliance with all the terms and conditions of this Coverage Part.
2. No person or organization shall have any right under this Coverage Part to join us as a party to any "claim" against the "insureds" nor shall we be impleaded by the "insureds" in any such "claim".

M. Entire Agreement

This Coverage Part, the "application" and any written endorsements attached hereto, along with the Declarations constitute the entire agreement between you and us relating to this Coverage Part's insurance.

N. Bankruptcy or Insolvency

Bankruptcy or insolvency of any "insureds" shall not relieve us of any of our obligations under this Coverage Part.

O. Authorization of First Named Insured

The first "named insured" shall act on behalf of all "Insureds" with respect to all matters under this Coverage Part, including, without limitation, giving and receiving of notices regarding "claims", cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Coverage Part.

P. When We Do Not Renew

1. 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 thirty (30) days before the expiration date.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. Any state amendatory endorsement changing Nonrenewal Conditions for any part of this Policy shall also apply to this Coverage Part.

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WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Exclusion **B.** in **SECTION III - EXCLUSIONS** is deleted and replaced by the following:

B. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:

1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;

2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or

3. any "wage and hour violation".

Provided, however, that this Exclusion B. shall not apply to that portion of "loss" that represents:

a. a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation"; or

b. "Claims expenses" incurred to defend a "wage and hour violation" referenced in sub-paragraph 3. above subject to a Sub-Limit of Liability of $25,000 that is part of, and not in addition to, the Limits of Liability applicable to this Coverage Part (the Wage and Hour Defense Costs Sub-Limit). Moreover:

1. SECTION VIII.I.2. of this Coverage Part notwithstanding, 100% of the "insured's" "claims expenses" covered pursuant to this sub-paragraph b. shall be allocated to covered "loss" until the Wage and Hour Defense Costs Sub-Limit is exhausted. Once the Wage and Hour Defense Costs Sub-Limit is exhausted, allocation shall continue in accordance with SECTION VIII.I.2.;

2. the Wage and Hour Defense Costs Sub-Limit is available notwithstanding the fact that a "wage and hour violation" is not an "employment practices wrongful act"; and

3. the Wage and Hour Defense Costs Sub-Limit is only available for "claim expenses" incurred to defend a "wage and hour violation" that occurred on or after the "retroactive date" and before the end of the "policy period", regardless of whether any such "claim" for a "wage and hour violation" is made during the "policy period" or the Extended Reporting Period, if applicable.

All other terms and conditions of this Coverage Part remain unchanged.

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THIRD PARTY LIABILITY ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. **SECTION I** - **INSURING AGREEMENT** of this Coverage Part is amended to include the following:

Third Party Liability

We shall pay "loss" on behalf of the "insureds" resulting from a "third party claim" first made against the "insureds" during the "policy period" or the Extended Reporting Period, if applicable, for a "third party wrongful act" by the "insureds."

II. **SECTION II** - **DEFINITIONS** of this Coverage Part is amended in the following manner:

A. The definition of "claim" is amended to include the following:

"Claim" also means any "third party claim".

B. The definition of "wrongful act" is amended to include the following:

"Wrongful act" also means any actual or alleged "third party wrongful act".

C. The following definitions are added:

"Third party" means any natural person who is a customer, vendor, service provider or other business invitee of an "insured entity". "Third party" shall not include "employees".

"Third party claim" means any:

1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand;

2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or

3. Formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

by or on behalf of a "third party".

"Third party claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "third party claim" as described above. Such "claim" shall be commenced by the receipt of such request.

"Third party wrongful act" means:

1. discrimination against a "third party" based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state or local law; or

2. sexual harassment or other harassment of a "third party", including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature.

III. The following exclusion is added to **SECTION III - EXCLUSIONS:**

We shall not pay "loss" in connection with any "third party claim" based upon, arising from or in any way related to any price discrimination or violation of any anti-trust law or any similar law designed to protect competition or prevent unfair trade practices.

All other terms and conditions of this Coverage Part remain unchanged.

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RETROACTIVE DATE ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. **SECTION I - INSURING AGREEMENT** of this Coverage Part is amended to include the following:

This Coverage Part applies only to "claims" for "wrongful acts" that occurred on or after the "retroactive date" set forth in the Declarations and before the end of the "policy period", regardless of whether such "claim" is made during the "policy period" or the Extended Reporting Period, if applicable.

II. The following definition is added to **SECTION II** - **DEFINITIONS** of this Coverage Part:

"Retroactive date" means the date specified in the Declarations. If no date is specified, the "retroactive date" will be the same as the Effective Date of this Coverage Part.

All other terms and conditions of this Coverage Part remain unchanged.

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TEXAS AMENDATORY ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. **SECTION IX. CONDITIONS,** paragraph **J. Changes in Exposure, subparagraph 3. Takeover of Named Insured** is deleted and replaced with the following:

3. Takeover of Named Insured

If, before or during the "policy period:

a. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity; or

b. more than 50% of the securities representing the right to vote for the "named insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Coverage Part, but only for "wrongful acts" occurring before any such transaction. No coverage shall be available for any "wrongful act" occurring after such transaction. Upon such transaction, this Coverage Part shall not be cancelled. The "insured" shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then we will not be obligated to offer any renewal or replacement of this Coverage Part.

All other terms and conditions remain unchanged.

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TEXAS NOTICE

Please be advised that this notice applies to the Employment Practices Liability Coverage Part.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call The Hartford Insurance Group for information or to make a complaint at:

1-860-547-5000(Information)

1-800-451-6944(Complaints)

You may also write to The Hartford:

The Hartford
Hartford Financial Products
277 Park Avenue, 15th Floor
New York, New York 10172
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar The Hartford Insurance Group para informacion o para someter una queja al:

1-860-547-5000(Informacion)

1-800-451-6944(Quejas)

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
277 Park Avenue, 15th Floor
New York, New York 10172
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide ***how*** your payments are made …

- **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- **Pay Online:** Register at **www.thehartford.com/servicecenter.** Online Bill Pay is Quick, Easy and Secure!
- **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- **Pay by Phone:** Call toll-free **1-866-467-8730.**

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.

COMMON POLICY CONDITIONS

DECLARATIONS AND COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

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COMMON POLICY CONDITIONS

All coverages of this Policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this Policy:

(1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(a) Seasonal unoccupancy; or

(b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(2) After damage by a Covered Cause of Loss, permanent repairs to the building:

(a) Have not started; and

(b) Have not been contracted for,

within 30 days of initial payment of loss.

(3) The building has:

(a) An outstanding order to vacate;

(b) An outstanding demolition order; or

(c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

(a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owed and have been outstanding for more than one year following the date due. This provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this Policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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B. CHANGES

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this Policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to the Policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this Policy.

H. PREMIUMS

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this Policy in force by paying a continuation premium for each successive policy period. The premium must be:

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a. Paid to us prior to the anniversary date; and

b. Determined in accordance with Paragraph **2**. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this Policy will expire on the first anniversary date that we have not received the premium.

4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

I. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

1. Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

J. PREMIUM AUDIT

1. We will compute all premiums for this Policy in accordance with our rules and rates.

2. The premium amount shown in the Declarations is a deposit premium only. At the close of each policy period, we may do an audit to compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must maintain all records related to the coverage provided by this Policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

K. PAYMENT OF PREMIUMS

If your initial premium payment is by check draft, electronic funds transfer, credit card, debit card, or any other form of remittance, coverage under the Policy is conditioned on payment to us by the financial institution. If the financial institution does not honor such remittance upon presentment, this policy may, at our option, be deemed void from its inception.

Our President and Secretary have signed this Policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Kevin Barnett, Secretary

Douglas Elliot, President

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TEXAS CHANGES – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. If this Policy covers a condominium association and the condominium property contains at least one residence; or the condominium declarations conform with the Texas Uniform Condominium Act, the following provision applies:

1. Paragraph **2.** of Section **A.**, **CANCELLATION** is deleted and replaced by the following:

We may cancel this Policy by mailing or delivering written notice of cancellation, stating the reason for cancellation, at least 30 days before the effective date of cancellation. The notice of cancellation will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days written notice to each unit-owner to whom we issued a certificate or memorandum of insurance.

2. Paragraph **3.**, of Section **A.**, **CANCELLATION** is deleted and replaced by the following:

We will mail or deliver the notice(s) to the last mailing address(es) known to us.

B. If this Policy covers one or two family dwellings or governmental units (as defined under 28 Texas Admin. Code, Sec. 5.7001) then the following provision applies:

1. Paragraph **5.** of Section **A.**, **CANCELLATION** is deleted and replaced with the following:

If this Policy is canceled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.

The refund will be pro rata if:

a. We cancel this Policy; or

b. The first Named Insured cancels this Policy because:

(1) We refused to provide additional coverage which the first Named Insured requested under the Policy; or

(2) We reduced or restricted coverage under the Policy without the consent of the first Named Insured.

The refund may be less than pro rata if the first Named Insured cancels this Policy for a reason other than those listed in **b.(1)** and **b.(2)** above.

2. The following provision is added to Section **A.**, **CANCELLATION** and supersedes any provisions to the contrary: If this Policy has been in effect for:

a. 90 days or less and is not a renewal of a Policy we issued, we may cancel coverage on one- and two-family dwellings and on governmental units for any reason.

b. More than 90 days or is a renewal of a Policy we issued, we may cancel coverage on one and two-family dwellings and on governmental units only for the following reasons:

(1) If the first Named Insured does not pay the premium or any portion of the premium when due;

(2) If the Texas Department of Insurance determines that continuation of this Policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;

(3) If the Named Insured submits a fraudulent claim; or

(4) If there is an increase in the hazard covered by this Policy that is within the control of the Named Insured and would produce an increase in the premium rate of this Policy.

c. If such coverage is canceled, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.

In compliance with Texas law, we will not cancel such coverage solely because the policyholder is an elected official

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C. If paragraphs **A.** or **B.** above do not apply, and this Policy includes Business Liability coverage then the following provision applies:

1. Paragraph **2.** of Section **A.**, **CANCELLATION** is deleted and replaced by the following:

We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation.

b. If this Policy has been in effect for:

(1) 60 days or less, we may cancel for any reason, except that, under the provisions of the Texas Insurance Code, we may not cancel this Policy because the policyholder is an elected official; or,

(2) More than 60 days, or if it is a renewal or continuation of a Policy issued by us, we may cancel only for one or more of the following reasons, or as permitted by Texas law:

(a) Fraud in obtaining coverage;

(b) Failure to pay premiums when due;

(c) An increase in hazard within the control of the insured which would produce an increase in rate;

(d) Loss of our reinsurance covering all or part of the risk covered by the Policy; or

(e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

D. Paragraph **3.** of Section **H.**, **PREMIUMS** does not apply.

E. The following provision is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this Policy. Under the provisions of the Texas Insurance Code, we may not refuse to renew this Policy solely because the policyholder is an elected official.

2. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

3. If this Policy covers a condominium association and:

a. The condominium property contains at least one residence; or

b. The condominium declarations conform with the Texas Uniform Condominium Act;

we will mail or deliver written notice of nonrenewal at least 30 days before the expiration or anniversary date of the Policy to the first Named Insured to the last mailing address known to us. We will also provide 30 days written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. If we elect not to renew coverage on one-and two-family dwellings or on governmental units (as defined under 28 Texas Admin. Code, Sec. 5.7001), we will mail or deliver written notice of nonrenewal to the first Named Insured and any mortgage holder shown in the Declarations, at least 30 days before the expiration date. Proof of mailing will be sufficient proof of notice. We will, at the request of the Named Insured, provide a written statement of the reason or reasons for such nonrenewal. If we fail to give the first Named Insured proper notice of our refusal to renew, the first Named Insured may require us to renew the Policy.

a. We may elect not to renew such coverage for any reason, subject to the exceptions and limitations in Paragraphs **b.** and **c.** below.

b. We will not refuse to renew coverage because of claims for losses resulting from natural causes.

c. Claims That Do Not Result From Natural Causes

(1) If the Named Insured has filed two such claims in a period of less than three years, we may notify the first Named Insured in writing that, if the Named Insured files a third such claim during the three year period, we may refuse to renew coverage.

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(2) If we have previously notified you as provided in **(1)** above, we may refuse to renew coverage if the Named Insured has filed under this Policy, in any three-year period, three or more claims that do not result from natural causes.

(3) A claim does not include a claim that is filed but is not paid or payable under the Policy.

5. If Paragraphs **3.** or **4.** above do not apply and we elect not to renew this Policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this Policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. The following provision is added and supersedes any provision to the contrary:

ACTS OR OMISSIONS

No act or omission by any unit-owner will void this Policy or be a condition to recovery under this Policy

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IMPORTANT NOTICE

Need Information, Have a complaint, or need help?

If you need information, have a problem with a claim, or your premium, contact your agent who is listed on the Declarations/Information Page of your policy, or on your binder or certificate of insurance first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal with your agent or The Hartford. If you don't, you may lose your right to appeal.

To get information or file a complaint with The Hartford:

Call: **1-877-853-2582**
Online: https://www.thehartford.com
Email: agency.services@thehartford.com
Mail: The Hartford
Business Service Center
3600 Wiseman Blvd.
San Antonio, TX 78251

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A
P.O. Box 149091
Austin, TX 78714-9091

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the insurance policy.

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AVISO IMPORTANTE

¿Necesita información, Tiene una queja o necesita ayuda?

Si necesita información, tiene un problema con un reclamo o su prima de seguro, llame primero a su agente quien esta en la lista en la Página de Declaraciones/Información de su póliza, o en su carpeta de seguro o certificado de seguro. Si no puede resolver el problema, el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) puede ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja o apelación ante su agente o The Hartford. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante The Hartford:

Llame a: **1-877-853-2582**
En línea: https://www.thehartford.com
Correo electrónico: agency.services@thehartford.com
Dirección postal: The Hartford
Business Service Center
3600 Wiseman Blvd.
San Antonio, TX 78251

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros, conocer sus derechos o para presentar una queja ante el estado:

1-800-252-3439 (LLame con sus preguntas)
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A
P.O. Box 149091
Austin, TX 78714-9091

ADJUNTE ESTE AVISO A SU PÓLIZA:
Este aviso es solo para información y no se convierte en parte o condición de la póliza de seguro.

PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

POLICY NUMBER: 61 SBA AN1XDB

SCHEDULE

Terrorism Premium:

$14

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

a. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA), exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its

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estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any pollution, pathogenic, nuclear hazard or war exclusions.

F. All other terms and conditions remain the same.

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U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

POLICY NUMBER: 61 SBA AN1XDB

NAMED INSURED: Keep Brazos Beautiful Inc.

COMPANY NAME: Hartford Underwriters Insurance Company

EFFECTIVE DATE: 09/01/2021 **EXPIRATION DATE:** 09/01/2022

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

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October 28, 2021
Item No. 8.4.
Annual Price Agreement for Various Materials for CSU Electric

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreements for Various Materials for CSU Electric, with estimated annual expenditures through Anixter Inc. for $75,164 KBS Electrical Distributors for $253,016.51 and Techline for $1,303,689.25. The total recommended award is for an amount not to exceed $1,631,869.76.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Financial Sustainabilty

Recommendation(s): Staff recommends award of the annual price agreement with Anixter Inc. for $75,164, KBS Electrical Distributors for $253,016.51, and Techline for $1,303,689.25. These estimates are contract estimates based on quantities within past fiscal years' history for City-wide Electrical Warehouse needs.

Summary: Staff issued Bid #21-071 on September 14, 2021, for Various Materials for Electric Inventory Items. Five (5) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of required specifications. The award for Electric Inventory Items will be for a one-year (1) price agreement with an option to renew two (2) additional one (1) year contracts.

Staff recommends awarding the contracts for these Electrical Warehouse Inventory Items as shown:

1.	Techline, Inc.	$ 1,303,689.25
2.	KBS Electrical Distributors	$ 253,016.51
3.	Anixter, Inc.	$ 75,164.00
Grand Total		$ 1,631,869.76

Upon Council approval, staff will issue a blanket contract to each vendor, to be ordered against by Electric Warehouse throughout the year.

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

Attachments:
1. BID 21-071 Award Various Materials For CSU Electric

BID#21-071 VARIOUS MATERIALS FOR CSU ELECTRIC
AWARD

CITY OF COLLEGE STATION

BID #21-071 Annual Various Material for CSU Electric Department

Item #	Description	CSU Provided Data		Anixter	QTY	Extended	KBS	QTY	Extended	TECHLINE	QTY	Extended
Group A Materials - 15kV Underground Cable Accessories												
A-1	Disconnectable Secondary Transformer Connector, 350 MCM, Insulated	Preferred Manufacturer	Polaris	UTILCO			HOMAC			Homac		
		Preferred Catalog Number	PSMTLSC3506SLP	PTF-350CJNUSLO			CSW-6350SLC			CSW6350SLC		
		Alternates Accepted	YES	16 WEEKS INITIALLY BAL AS REQ			TBD			4-6 Weeks		
		Inventory Item #	285-008-00007	$ 21.00	500		$ 16.75	500		$ 15.40	500	$ 7,700.00
A-2	Disconnectable Secondary Transformer Connector, 500 MCM	Preferred Manufacturer	Polaris	POLARIS			HOMAC			Homac		
		Preferred Catalog Number	PSMTLECC500-6SL	PSMTLECC500-6SL			EZC-6500 SLC			EZC6500-SLC		
		Alternates Accepted	YES	14WKS INTIALLY BAL AS REQUESTED			TBD			4-6 Weeks		
		Inventory Item #	285-008-00008	$ 33.00	300		$ 28.35	300		$ 26.20	300	$ 7,860.00
A-3	Flood-Seal, Muli-port Secondary Connector, 6 port	Preferred Manufacturer	Polaris	POLARIS			POLARIS			Homac		
		Preferred Catalog Number	IPLWB600-6P	IPLWB600-6P			IPLWB600-6P			RAB65C		
		Alternates Accepted	YES	14WKS INTIALLY BAL AS REQUESTED			12-14WKS			6-8 WEEKS		
		Inventory Item #	285-008-00012	$ 52.45	1000		$ 55.17	1000		$ 32.90	1000	$ 32,900.00
A-4	Deadbreak T -OPII Connector, 600 Amp	Preferred Manufacturer	COOPER	NO BID			COOPER			NO BID		
		Preferred Catalog Number	TP615HH27TC				TP615HH27TC			NO BID		
		Alternates Accepted	NO				10-12WKS			NO BID		
		Inventory Item #	285-022-00036	$ -	100		$ 358.00	100	$ 35,800.00	$ -	100	$ -
A-5	Inline Splice, 200 Amp	Preferred Manufacturer	3M	3M			3M			3M		
		Preferred Catalog Number	5411A-CI 1/0	5411A-CI 1/0			5411A-CI-1/0			5411A-CI 1/0		
		Alternates Accepted	NO	7 DAYS			3-4WKS			Stk - 4 Weeks		
		Inventory Item #	285-076-00002	$ 58.10	25		$ 64.47	25		$ 32.75	25	$ 818.75
A-6	Splice Re-jacketing Kit	Preferred Manufacturer	3M	3M			3M			3M		
		Preferred Catalog Number	SJ-2FB	SJ-2FB			SJ-2FB			SJ-2FB		
		Alternates Accepted	NO	7 DAYS			3-4WKS			2-4 Weeks		
		Inventory Item #	285-076-00005	$ 69.00	100		$ 76.60	100		$ 53.50	100	$ 5,350.00
A-7	Inline Splice, 600 Amp	Preferred Manufacturer	3M	3M			3M			3M		
		Preferred Catalog Number	QS4-15JCN-QCI-5	QS4-15JCN-QCI-5			QS4-15JCN-QCI-5			QS4-15JCN-QCI-500-1000		
		Alternates Accepted	NO	6 WKS INITIALLY BAL AS REQ			3-4WKS			3-5 Weeks		
		Inventory Item #	285-076-00007	$ 742.00	150		$ 778.27	150		$ 448.62	150	$ 67,293.00
A-8	Elbow Arrester, 10 kV	Preferred Manufacturer	COOPER	TYCO			COOPER			Elastimold		
		Preferred Catalog Number	3238018C10M	ELB-15-200BI			3238018C10M			167ESA10		
		Alternates Accepted	YES	4 WKS INITIALLY BAL AS REQ			STK-6WKS			4-6 Weeks		
		Inventory Item #	285-082-00005	$ 42.00	200		$ 58.68	200	$ 11,736.00	$ 62.10	200	
A-9	1000MCM Termination Kit	Preferred Manufacturer	3M	3M			3M			3M		
		Preferred Catalog Number	3M #7655-S-4(L)-QL2-500-1000	7655-S-4-1000-CSU			7655-S-4-L-QL2-500-1000			7655-S-4-1000-CSU		
		Alternates Accepted	NO	4 WKS INITIALLY BAL AS REQ			3-4WKS			3-5 Weeks		
		Inventory Item #	285-082-00010	$ 375.00	100		$ 334.25	100		$ 325.75	100	$ 32,575.00
A-10	1/0 to #2 Termination Kit	Preferred Manufacturer	3M	3M			3M			3M		
		Preferred Catalog Number	#7652-S-4-TI-CI-T4-MB4	7652-S-4-TI-CSU			7652-S-4-TI-CI-T4-MB4			7652-S-4-TI-CSU		
		Alternates Accepted	NO	4 WKS INITIALLY BAL AS REQ			3-4WKS			3-5 Weeks		
		Inventory Item #	285-082-00016	$ 144.00	150		$ 166.90	150		$ 129.55	150	$ 19,432.50
A-11	Parking Stand Arrester, 10kV	Preferred Manufacturer	COOPER	NO BID			COOPER			Elastimold		
		Preferred Catalog Number	3237686C10M				3237686C10M			167PSA10		
		Alternates Accepted	YES				6-8WKS			7-9 Weeks		
		Inventory Item #	285-082-00022	$ -	100	$ -	$ 144.00	100	$ 14,400.00	$ 144.20	100	
A-12	Loadbreak Elbow, 200 Amp	Preferred Manufacturer	ELASTIMOLD	TYCO			COOPER			ELASTIMOLD		
		Preferred Catalog Number	162LRJS-C5240	ELB-15-200C10			LE215CC06T			162LRJS-C5240		
		Alternates Accepted	YES	4 WKS INITIALLY BAL AS REQ			STK-8WKS			11-13 Weeks		
		Inventory Item #	285-082-00028	$ 42.00	1000		$ 23.85	1000	$ 23,850.00	$ 29.20	1000	

BID#21-071 VARIOUS MATERIALS FOR CSU ELECTRIC
AWARD

Item #	Description	CSU Provided Data		Anixter	QTY	Extended	KBS	QTY	Extended	TECHLINE	QTY	Extended
A-13	Loadbreak Bushing Insert, 200 Amp	Preferred Manufacturer	ELASTIMOLD	NO BID			COOPER			ELASTIMOLD		
		Preferred Catalog Number	1601A4				LBI215			1601A4		
		Alternates Accepted	YES				STK-8WKS			8-10 Weeks		
		Inventory Item #	285-095-00006	$ -	1500		$ 21.90	1500		$ 21.40	1500	$ 32,100.00
A-14	Underground Fault Circuit Indicator	Preferred Manufacturer	SmartGrid	POWER DELIVERY PRODUCTS						SmartGrid		
		Preferred Catalog Number	FI-3CS04NC-M-F	29-6115-OFO						FI-3CS04NC-M-F		
		Alternates Accepted	NO	8 WKS INTILALLY BAL AS REQUESTED						8 Weeks		
		Inventory Item #	285-111-00001	$ 247.00	300		N/B	300	$ -	$ 146.20	300	$ 43,860.00
A-15	Pull Tape	Preferred Manufacturer	Fibertek	FIBERTEK			ORION ROPE WORKS			Orion Ropeworks		
		Preferred Catalog Number	WP2500-3	WP2500P			WP2500			WP2500-3		
		Alternates Accepted	YES	7 DAYS			STK			1-3 Weeks		
		Inventory Item #	M280-095-00001	$ 0.08	100		$ 122.00	100	$ 12,200.00	$ 155.00	100	
A-16	Protective Cap, 200 Amp	Preferred Manufacturer	ELASTIMOLD	NO BID			COOPER			ELASTIMOLD		
		Preferred Catalog Number	160DRG				LPC215			160DRG		
		Alternates Accepted	YES				STK-8WKS			5-7 Weeks		
		Inventory Item #	M285-095-00004	$ -	150		$ 20.25	150	$ 3,037.50	$ 20.95	150	
Group B Materials - Overhead Cable and Pole Accessories												
B-1	Riser Pole Arrester 10 KV	Preferred Manufacturer	OHIO BRASS	ALUMAFORM			COOPER			OHIO BRASS		
		Preferred Catalog Number	PVR-221609-7324	ARP-10B-1GA-1X1-1X			URS10050A1A1B1A			2216097324		
		Alternates Accepted	YES	10 WKS INITIALLY BAL AS REQ			STK-8WKS			16-18 Weeks		
		Inventory Item #	285-003-00005	$ 52.50	200		$ 34.90	200	$ 6,980.00	$ 48.75	200	
B-2	Arrester & Bracket for Polemount Transformers	Preferred Manufacturer	Cooper	ALUMAFORM			COOPER			OHIO BRASS		
		Preferred Catalog Number	UHS10050B1C1D1A	AHD-10B-1GD-1X1-1D-B			UHS10050A1C1D1A			2137097533		
		Alternates Accepted	YES	10 WKS INITIALLY BAL AS REQ			STK-8WKS			16-18 Weeks		
		Inventory Item #	285-003-00007	$ 43.70	600		$ 30.98	600	$ 18,588.00	$ 41.25	600	
B-3	Polymer Bell Insulator	Preferred Manufacturer	SALISBURY	ALUMAFORM			SALISBURY			OHIO BRASS		
		Preferred Catalog Number	9503U-SI	DEI-35			9503USI			4010250215		
		Alternates Accepted	YES	4 WKS INITIALLY BAL AS REQ			STK-8WKS			2-4 Weeks		
		Inventory Item #	285-035-00008	$ 15.25	500		$ 11.95	500	$ 5,975.00	$ 14.20	500	
B-4	Polymer Vise Top Insulator	Preferred Manufacturer	PREFORMED	PREFORMED			PREFORMED			PREFORMED		
		Preferred Catalog Number	IP-35-VTU2	IP-35-VTU2			IP-35-VTU2			IP-35-VTU2		
		Alternates Accepted	NO	6 WKS INTIALLY BAL AS REQUESTED			6WKS			2-4 Weeks		
		Inventory Item #	285-035-00013	$ 25.75	1000		$ 26.80	1000		$ 23.80	1000	$ 23,800.00
B-5	100 Amp Polymer Cut-Out	Preferred Manufacturer	MACLEAN	ALUMAFORM			MACLEAN			Chance		
		Preferred Catalog Number	SC15HG116-BD	CSG15-100-110-CX-16KA			SC15HG116-BD			CP710114PX		
		Alternates Accepted	YES	6 WKS INTILIALLY BAL AS REQU			6WKS			6-8 WEEKS		
		Inventory Item #	285-028-00001	$ 77.00	500	$ 38,500.00	$ 87.65	500		$ 119.25	500	
B-6	Large Dead-End Shoe 477	Preferred Manufacturer	MACLEAN	MACLEAN			MACLEAN			ANDERSON		
		Preferred Catalog Number	#HDSO-88	HDSO-88			HDSO-88			ADEZ88N		
		Alternates Accepted	YES	6 WKS			4-6WKS			8-10 Weeks		
		Inventory Item #	285-047-00077	$ 14.00	200	$ 2,800.00	$ 14.10	200		$ 19.75	200	
B-7	Conduit Standoff Bracket	Preferred Manufacturer	Barfield	ALUMAFORM			BARFIELD			Barfield		
		Preferred Catalog Number	BASOCL6-12H	6-CSO-12			BASOCL6-12H			BASOCL6-12H		
		Alternates Accepted	NO	7 DAYS			15-17WKS			15-17 Weeks		
		Inventory Item #	285-047-00108	$ 25.15	500		$ 43.60	500		$ 38.50	500	$ 19,250.00
B-8	Bolt Clamp for Metal Banding Strap	Preferred Manufacturer	BAND-IT	ALUMAFORM						NO BID		
		Preferred Catalog Number	D50489	BAB-38						NO BID		
		Alternates Accepted	NO	7 DAYS						NO BID		
		Inventory Item #	285-047-00120	$ 14.50	500		N/B	500		$ -	500	

BID#21-071 VARIOUS MATERIALS FOR CSU ELECTRIC
AWARD

Item #	Description	CSU Provided Data		Anixter	QTY	Extended	KBS	QTY	Extended	TECHLINE	QTY	Extended
B-9	Pole Setting Foam	Preferred Manufacturer	POLY-SET	UTILITY STRUCTURAL SYSTEMS			POLY-SET			BMK		
		Preferred Catalog Number	PS225W	PS225W			PS225W			BMK03PS		
		Alternates Accepted	YES	6 WKS INTILIALLY BAL AS REQU			STK-6WKS			1-2 Weeks		
		Inventory Item #	285-065-00019	$ 85.00	500		$ 79.25	500	$ 39,625.00	$ 94.00	500	
B-10	Arrester Protective Cap	Preferred Manufacturer	Kaddas	KADDAS			KADDAS			KADDAS		
		Preferred Catalog Number	KE1053-GR	KE1053-GR			KE1053-GR			KE1053-GR		
		Alternates Accepted	NO	7 DAYS			7-8WKS			8-10 Weeks		
		Inventory Item #	M285-003-00008	$ 9.60	2000	$ 19,200.00	$ 9.85	2000		$ 11.25	2000	
B-11	1/0 H-Tap Copper Connector	Preferred Manufacturer	BLACKBURN	NO BID			BLACKBURN			BLACKBURN		
		Preferred Catalog Number	CF1010-1				CF1010-1			CF1010-1		
		Alternates Accepted	NO				TBD			Stk - 4 Weeks		
		Inventory Item #	M285-022-00003	$ -	2000	$ -	$ 2.08	2000		$ 1.83	2000	$ 3,660.00
B-12	477 to 477 Shoot-On Connector	Preferred Manufacturer	AMP	TYCO			AMP			AMP		
		Preferred Catalog Number	#1-602031-3	1-602031-3			1-602031-3			#1-602031-3		
		Alternates Accepted	NO	4 WKS INITIALLY BAL AS REQ			4-6WKS			4-6 Weeks		
		Inventory Item #	M285-022-00012	$ 28.00	500	$ 14,000.00	$ 28.31	500		$ 35.00	500	
B-13	Transformer Grounding Lug	Preferred Manufacturer	HUBBELL	NO BID			BLACKBURN			HUBBELL		
		Preferred Catalog Number	GTCS34A				TTC2			GTCS34A		
		Alternates Accepted	YES				TBD			10 WEEKS		
		Inventory Item #	M285-022-00026	$ -	1000	$ -	$ 8.45	1000		$ 4.25	1000	$ 4,250.00
B-14	477 AAC Stirrup	Preferred Manufacturer	Ampact	TYCO			AMP			Ampact		
		Preferred Catalog Number	#602047	602047			602047			#602047		
		Alternates Accepted	NO	4 WKS INITIALLY BAL AS REQ			4-6WKS			4-6 Weeks		
		Inventory Item #	M285-047-00082	$ 62.50	500		$ 57.65	500	$ 28,825.00	$ 69.00	500	
B-15	Cut-Out Protector	Preferred Manufacturer	PDM	NO BID			KADDAS			Hubbell		
		Preferred Catalog Number	PDM-4991				KE1230-GR			CC101		
		Alternates Accepted	YES				7-8WKS			4-6 Weeks		
		Inventory Item #	M285-028-00003	$ -	500	$ -	$ 23.85	500		$ 22.20	500	
B-16	5/8" Ground Rod Clamp	Preferred Manufacturer	FARGO	ALUMAFORM			ALUMA FORM			FARGO		
		Preferred Catalog Number	GC268	AFBVC-20			AF-BVC-20			GC268		
		Alternates Accepted	YES	8 WKS INTIALLY BAL AS REQ			8-10WKS			2-4 Weeks		
		Inventory Item #	M285-047-00025	$ 4.00	500		$ 3.99	500		$ 9.20	500	$ 4,600.00
B-17	Parallel Groove Clamp	Preferred Manufacturer	Hubbell	NO BID						Hubbell		
		Preferred Catalog Number	LC811AXB							LC811AXB		
		Alternates Accepted	NO							6-8 WEEKS		
		Inventory Item #	M285-047-00030	$ -	500	$ -	N/B	500	$ -	$ 4.35	500	$ 2,175.00
B-18	Small Hotline Clamp	Preferred Manufacturer	MACLEAN	MACLEAN			MACLEAN			ANDERSON		
		Preferred Catalog Number	C1520	C-1520			C1520			BC20		
		Alternates Accepted	YES	7 DAYS			10WKS			2-4 Weeks		
		Inventory Item #	M285-047-00027	$ 8.30	80	$ 664.00	$ 8.88	80		$ 10.10	80	
Group C Materials - Pull Boxes and Utility Enclosures												
C-1	Pull Box, 36"x60"x48"	Preferred Manufacturer	Hubbell				OLD CASTLE			HUBBELL		
		Preferred Catalog Number	A143660529XH1				CVG366048HE003			A143660529XH1		
		Alternates Accepted	YES				18WKS 18EA MIN ORDER			14 Weeks		
		Inventory Item #	285-045-00007	$ -	30	$ -	$ 1,998.00	30		$ 1,835.00	30	$ 55,050.00
C-2	Pull Box, 48"x96"x48"	Preferred Manufacturer	ARMORCAST	ARMORCAST			OLD CASTLE			HUBBELL		
		Preferred Catalog Number	A6001449TAP-BCS	A6001449TAP-BCS			CVG489648HB004			A1B4896518XH1		
		Alternates Accepted	YES	8 WEEKS INTILALLY BAL AS REQ			18WKS 8EA MIN ORDER			14 Weeks		
		Inventory Item #	285-045-00008	$ -	30	$ -	$ 3,385.00	30		$ 4,191.00	30	$ 125,730.00

BID#21-071 VARIOUS MATERIALS FOR CSU ELECTRIC
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Item #	Description	CSU Provided Data		Anixter	QTY	Extended	KBS	QTY	Extended	TECHLINE	QTY	Extended
C-3	Pull Box Extension 24" for a 48"x96"x48"	Preferred Manufacturer	ARMORCAST	Armorcast			OLD CASTLE			HUBBELL		
		Preferred Catalog Number	A6001449PCX12	A6001449PCX12			CVB489624X00F			B1B489624T		
		Alternates Accepted	YES	8 WEEKS INTILALLY BAL AS REQ			18WKS			14 Weeks		
		Inventory Item #	285-045-00012	$ 1,798.00	30		$ 1,972.00	30		$ 1,795.00	30	$ 53,850.00
C-4	Secondary Pedestal	Preferred Manufacturer	NORDIC				OLD CASTLE			NORDIC		
		Preferred Catalog Number	PSP-151530-MG				1220A4HE1B0			PSP-151530-MG		
		Alternates Accepted	YES				18WKS 60EA MIN ORDER			stk - 30 Weeks		
		Inventory Item #	285-045-00009	$ -	300		$ 244.32	300		$ 135.60	300	$ 40,680.00
C-5	Transformer Box Pads	Preferred Manufacturer	HIGHLINE	HIGHLINE			OLD CASTLE			NORDIC		
		Preferred Catalog Number	HL374315-2224	HL374315-2224			HL374315-2224			CBP-37-43-15A-MG-22x24		
		Alternates Accepted	YES	30 WEEKS			30WKS 30EA MIN ORDER			30 Weeks		
		Inventory Item #	210-017-00001	$ 275.00	200		$ 260.00	200	$ 52,000.00	$ 279.00	200	
Group D Materials - Fiberglass Crossarms												
D-1	Heavy Duty Deadend, 8'	Preferred Manufacturer	SHAKESPEARE	ALUMAFORM			PUPI			SHAKESPEARE		
		Preferred Catalog Number	IDB096G12242	FDA40X-2-96-EB-IP-FG			DA4000096E2B7X2			IDB096G12242		
		Alternates Accepted	YES	4 WKS INITIALLY BAL AS REQ			8-10WKS			12-14 Weeks		
		Inventory Item #	285-047-00088	$ 300.00	100		$ 330.68	100		$ 229.00	100	$ 22,900.00
D-2	Standard Duty Crossarm, 8'	Preferred Manufacturer	SHAKESPEARE	ALUMAFORM			PUPI			SHAKESPEARE		
		Preferred Catalog Number	STB096N12602	FTA18-4-96-A-IP			TB220009604X2			STB096N12602		
		Alternates Accepted	YES	4 WKS INITIALLY BAL AS REQ			8-10WKS			12-14 Weeks		
		Inventory Item #	285-047-00093	$ 130.00	200		$ 134.65	200		$ 122.50	200	$ 24,500.00
D-3	Standard Duty Crossarm, 10'	Preferred Manufacturer	SHAKESPEARE	ALUMAFORM			PUPI			SHAKESPEARE		
		Preferred Catalog Number	STB120N12602	FTA18-4-120-A-IP			TB220012005X2			STB120N12602		
		Alternates Accepted	YES	4 WKS INITIALLY BAL AS REQ			8-10WKS			12-14 Weeks		
		Inventory Item #	285-047-00094	$ 142.00	200		$ 154.15	200		$ 142.70	200	$ 28,540.00
D-4	Heavy Duty Deadend, 10'	Preferred Manufacturer	SHAKESPEARE	ALUMAFORM			PUPI			SHAKESPEARE		
		Preferred Catalog Number	IDB120G12242	FDA40X-2-120-EB-IP-FG			DA300012E2B9X2			IDB120G12242		
		Alternates Accepted	YES	4 WKS INITIALLY BAL AS REQ			8-10WKS			12-14 Weeks		
		Inventory Item #	285-047-00099	$ 338.00	100		$ 305.00	100		$ 257.25	100	$ 25,725.00
Group E Materials - Streetlight Fixtures												
E-1	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 50	Preferred Manufacturer	American Electric Lighting (AEL)							American Electric Lighting (AEL)		
		Preferred Catalog Number	ATBS-G-MVOLT-R2-3K-BZ-NL-XL-P5							MVOLT R2 3K BZ XL P7 NL RFD309235		
		Alternates Accepted	NO							3-5 Weeks		
		Inventory Item #	285-056-00015	$ -	50	$ -	N/B	50	$ -	$ 178.25	50	$ 8,912.50
E-2	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 130	Preferred Manufacturer	American Electric Lighting (AEL)							American Electric Lighting (AEL)		
		Preferred Catalog Number	ATBM-F-MVOLT-R3-BZ-NL-XL-P5							ATBM P30 MVOLT R3 BZ XL P7 NL		
		Alternates Accepted	NO							3-5 Weeks		
		Inventory Item #	285-056-00017	$ -	50	$ -	N/B	50	$ -	$ 330.75	50	$ 16,537.50
E-3	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 210	Preferred Manufacturer	American Electric Lighting (AEL)							American Electric Lighting (AEL)		
		Preferred Catalog Number	ATBL-D-MVOLT-R3-BZ-NL-XL-P5							ATBL D MVOLT R3 BZ XL P5 NL		
		Alternates Accepted	NO							3-5 Weeks		
		Inventory Item #	285-056-00018	$ -	50	$ -	N/B	50	$ -	$ 513.00	50	$ 25,650.00
E-4	LED Decorative Light Fixture	Preferred Manufacturer	Holophane							Holophane		
		Preferred Catalog Number	AWDE2P5040KASMBZ3NNNL1X1UARFD290435							LTMSBZAL3CLNL1X1DEUARFD317874		
		Alternates Accepted	NO							6-8 WEEKS		
		Inventory Item #	285-056-00016	$ -	30	$ -	N/B	30	$ -	$ 1,165.00	30	$ 34,950.00

BID#21-071 VARIOUS MATERIALS FOR CSU ELECTRIC
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Item #	Description	CSU Provided Data		Anixter	QTY	Extended	KBS	QTY	Extended	TECHLINE	QTY	Extended
Group F Materials - Motor Operators and LineScope Sensors												
F-1	**ADMO Class Motor Operator - Reciprocating Motion**	**Preferred Manufacturer**	CLEAVELAND/PRICE	CLEAVELAND/PRICE			CLEAVELAND PRICE			CLEAVELAND/PRICE		
		Preferred Catalog Number	#CB29AA04G001	CB29AA04G001			C29B1013G001			C29B1013G001		
		Alternates Accepted	NO	18 WEEKS			16-18WKS			16-18 Weeks		
		Inventory Item #	285-079-00014	**$ 6,980.00**	30		**$ 6,937.00**	30		**$ 6,444.00**	30	$ 193,320.00
F-2	**ADMO Class Motor Operator - Torsional Motion**	**Preferred Manufacturer**	CLEAVELAND/PRICE	CLEAVELAND/PRICE			CLEAVELAND PRICE			CLEAVELAND/PRICE		
		Preferred Catalog Number	CB28AA11G01	CB28AA11G01			C28B1099G001			C28B1099G001		
		Alternates Accepted	NO	18 WEEKS			16-18WKS			16-18 Weeks		
		Inventory Item #	285-079-00015	**$ 7,088.00**	30		**$ 7,047.00**	30		**$ 6,864.00**	30	$ 205,920.00
F-3	**LINEPROBE CURRENT AND VOLTAGE SENSORS 15KV (SET OF 3)**	**Preferred Manufacturer**	CLEAVELAND/PRICE	CLEAVELAND/PRICE			CLEAVELAND PRICE			CLEAVELAND/PRICE		
		Preferred Catalog Number	see description	LPC015LG15			LPC015LG15			LPC015LG15		
		Alternates Accepted	NO	26 WEEKS			24-26WKS			24-26 Weeks		
		Inventory Item #	285-079-00017	**$ 4,607.00**	30		**$ 4,580.00**	30		**$ 4,460.00**	30	$ 133,800.00
				TOTAL		**$ 75,164.00**	**TOTAL**		**$ 253,016.50**	**TOTAL**		**$ 1,303,689.25**
				RECOMMENDED AWARD		**$ 75,164.00**	**RECOMMENDED AWARD**		**$ 253,016.50**	**RECOMMENDED AWARD**		**$ 1,303,689.25**
				Bidders Exceptions: This year we have received unprecedented price increases throughout our industry. Wesco/Anixter and our manufacturers cannot provide firm yearly pricing for any of the items on our bid. We would suggest that if we are successful on any of the items on this bid. Wesco/Anixter will be willing to share our cost from the manufacturers. We would like to suggest we go to quarterly pricing structure. We would provide current cost on the 15th of the month before the end of the 3rd month and maintain the same margin on the item if it escalations or descalations.			**Bidders Exceptions:** None			**Bidders Exceptions:** None		

Unacceptable Alternate

October 28, 2021
Item No. 8.5.
Annual Purchase Agreement for Sodium Hypochlorite

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a bid award for the annual purchase of sodium hypochlorite, which will be maintained by water services and expended as needed. The total recommended award is $160,425 to DXI Industries.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends award to the lowest responsible bidder meeting the specifications as follows:

DXI Industries.	$160,425.00

Summary: On September 17, 2021, three (3) sealed bids were received and opened for Invitation to Bid 21-0069, for the annual purchase of sodium hypochlorite. Water Services staff evaluated the bids for compliance to the needed specifications. Staff is recommending award to a single vendor, DXI Industries.

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

Budget & Financial Summary: Funds are budgeted and available in the Water Fund.

Attachments:
1. Bid Tabulation

City of College Station
Bid Tabulation 21-069
"Annual Price Agreement for Sodium Hypochlorite
Open Date: Friday, September 17, 2021 @2:00 p.m.

				Brenntag Southwest, Inc.		DXI Industries, inc.		TRInternational, Inc (TR International Trading Company)	
Line #	**QTY**	**UOM**	**Description**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**
1	**155,000**	**Gallons**	**12.5% Sodium Hypochlorite**	**3.20**	**496,000.00**	**1.04**	**160,425.00**	**1.33**	**206,150**
			Base Bid Total	**$**	**496,000.00**	**$**	**160,425.00**	**$**	**206,150.00**
			Bid Certification	**X**		**X**		**X**	
			Bid Bond	**N/A**		**N/A**		**N/A**	
			Addendum Acknowledged	**Y**		**Y**		**Y**	
			Notes:	Price is subject to change quarterly					

October 28, 2021

Item No. 8.6.

Presentation, discussion, and possible action regarding approval of a new agreement with EMERGICON, LLC to provide Fire and EMS billing and collection services for an estimated annual expenditure of $225,000.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a five-year service agreement with Emergicon, LLC for EMS medical billing, accounts receivable, delinquent accounts collections, medical records requests, and fire billing and other related fire and EMS billing and records services not to exceed $225,000 per year.

Relationship to Strategic Goals:

Core Services and Infrastructure, Financial Sustainability

Recommendation(s): Staff recommends approval of the Agreement with EMERGICON LLC for Fire & EMS billing and accounts receivable services.

Summary: In June 2021, Purchasing staff formally solicited proposals for Fire & EMS billing and collection services. A total of five (5) responses were received and evaluated by a committee made up of representatives from the following City departments: Fire, Fiscal Services, Information Technology and City Manager's Office. Upon final evaluation and scoring of all proposals received, EMERGICON, LLC was determined to be the highest-ranking firm offering the required services at the best value to the City. Contingent upon Council approval, the initial agreement term will be for a period one (1) year. Thereafter, the agreement may be renewed on an annual basis, in accordance with the agreement terms, for up to four (4) additional one-year terms. Primary services to be provided include: billing, accounts receivable, delinquent account collections, reporting, medical records requests, and Ambulance Service Supplemental Payment Program support. Supplementary services include: training and billing services for repeat false alarms, repeat inspections, and HazMat mitigation.

Budget & Financial Summary: Funds are available in the General Fund, Fiscal Services, Accounting Division. Commission Rates:
•EMS Base Rate for claims: 5%
•Recovery Rate (after 150 days): 16%
•All other billing claims (fire alarms/hazmat): 15%

Attachments:

1. 21300592 Emergicon LLC Agreement 9-22-21 final

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 21300592 PROJECT#: N/A BID/RFP/RFQ#: 21-052

Project Name / Contract Description: Automated Ambulance Billing, Accounts Receivable, Delinquent Account Collections and Other Services

Name of Contractor: Emergicon, LLC

CONTRACT TOTAL VALUE: $ $225,000

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

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

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

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

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

Five (5) responses were received for RFP 21-052. The evaluation committee reviewed the proposals received, and upon final evaluation and scoring of all proposals received, Emergicon, LLC was determined to be the highest ranking firm offering services at the best value.

Funds are available in the General Fund - Accounting Division

*(If required)**

CRC Approval Date*: 9/20/21 **Council Approval Date*:** 10/14/21 **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 _____*

COLLEGE STATION AND EMERGICON SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Emergicon, LLC** a Texas 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 Medical Billing, Accounts Receivable, Delinquent Accounts Collections, Medical Records Requests, Fire Department Billing and other services as described in **Exhibit "A" Scope of Services, Business Associate Agreement and RFP 21-052 Response**. (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 fixed 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 City will pay the Contractor a fixed fee of the total amount collected as stated in **Exhibit "B"**. 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 **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND 00/100 ($225,000.00).**

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.

ARTICLE IV
TIME OF PERFORMANCE

4.01 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 four (4) additional one (1) year terms for a total of five (5) years. If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02 **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.

4.03 Consultant promises to 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."**

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.

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.

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 "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, 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 Cloud Provider. When some or all of the Contractor's Work involves being a Cloud Provider, the following shall apply:

(a) **Security Policies and Procedures.** The Contractor 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.** Contractor must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; 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 from National Institute of Standards and Technology (NIST) or compatible 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. Contractor 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.** Contractor 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. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor 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. Contractor Agreement Breach. If a data breach results from Contractor's breach of the Contract, Contractor 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.** Contractor must:

i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Contractor 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. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;

iv. Agree to third-party application and vulnerability security scans and schedules;

v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;

vi. 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;

vii. Annually audit the data center through an independent third-party auditor. Audit results must form part of the Contractor's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Contractor shall report to the City in writing; and

viii. 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.** Contractor must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Contractor 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.

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 Contractor. The Contractor must provide the City transition work after Agreement expiration or termination at Contractor's then-current and generally-charged hourly rates.

iii. Data Removal. At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

10.02 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.

10.03 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.

10.04 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. 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.

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:	**CONSULTANT:**
City of College Station	
Fire Department	Emergicon, LLC
Attn: Assistant Chief of Administration	Attn: Christopher Turner
P.O. Box 9960	98 State Hwy 205
College Station, Texas 77842	Terrell, TX 75160
csfire@cstx.gov	cturner@emergicon.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.

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 Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

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 Services, Business Associate Agreement and RFP 21-052 Response**
B. **Payment Schedule**
C. **Certificates of Insurance**

EMERGICON, LLC

By:_____
Christopher Turner, President and CEO
Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. MEDICAL BILLING AND RELATED SERVICES

a. Emergicon shall provide options for electronic delivery of Patient Care Reports from the ESO collection system to their billing system. Such options may include, but are not limited to, a text file with associated layout format requirement, Adobe PDF Patient Care Reports, billing contractor login to the ESO ePCR system to process data from there, etc. The City shall not utilize "hardcopy" means of delivery to the billing contractor. Emergicon shall receive electronic patient care reports from the City.

Emergicon imports ePCR data via a National EMS Information System (NEMSIS) extract from the City on ESO's hosted software. ESO Billing Software timestamps any record and then imports the claim. Emergicon ensure the dates are verified and compare the claim to any available patient log for the day.

Run sheet (ePCR) data is imported from the City's NEMSIS extract into Emergicon's ambulance billing software, ESO Solutions. ESO Solutions is based on GAAP financial principles, is HIPAA-compliant, and integrates with virtually all ePCR systems. Emergicon's billing software maintains data on all insurance carriers, previous claims, and patient information in case they need transport in more than one instance. Emergicon's Match Patient technology provides a smoother billing process as it allows research to be reused for repeat patients, including those who may be part of a local prison, facility, or other private location within the City's territory.

b. Emergicon will verify, gather, and correct missing or incorrect patient or insurance information as required to complete the billing process. Emergicon uses several tools ensuring it has the correct and current insurance information for each patient and works with local hospitals to identify patients who are transported as John or Jane Doe. Emergicon will review the insurance information for accuracy, to reduce the risk of human error during a time of crisis

c. Emergicon's billing system maintains data on all payers, regardless of whether they are primary, secondary, or tertiary. Emergicon has approximately 2,400 payers in our system.

Emergicon interfaces with many payers electronically including Medicare, Medicaid, Aetna, Blue Cross and United Health Care. Emergicon utilizes two different skip tracing programs to capture current data on each patient transported.

Emergicon billing process is a team approach consisting of two pre-billers who perform payer research, a commercial billing specialist, and a governmental billing specialist. This team approach leverages specific knowledge while allowing for shared accountability.

The billing process begins with the prebilling staff performing payer research to address any incomplete information on the patient's payer status. Emergicon does not rely on automated payer-matching databases for payer research as those databases frequently miss the correct payer (e.g., identifying dental insurance as a payer rather than a health plan). Emergicon's billing software maintains data on all insurance carriers, previous claims, and patient information in case they need transport in more than one instance. Emergicon's Match Patient technology provides a smoother billing process as it allows research to be reused for repeat patients, including those who may be part of a local prison, facility, or other private location within the City's territory.

Emergicon never accepts a denial or partial payment without reaching out to the payer for clarification. Emergicon ensures that a staff member pursues resolution and refiles the claim as needed to maximize the reimbursement amount.

d. Billing and Collection Procedure. Emergicon will prepare and submit accurate and complete invoices and all insurance forms and filings to all governmental, commercial and private insurance carriers.

Emergicon electronically submits claims to all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays.

Emergicon's five-step approach to billing claims focuses on accuracy the first time the bill is sent with targeted follow-up. Accuracy is a key component of great billing, from documentation in the field, to capturing the correct Medicare number, to coding and billing. Emergicon bills all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays.

Step One: The Emergicon billing process begins the day after the transports occur. Runs (transports) are imported by Emergicon personnel from the City's ePCR system. ESO Billing Software timestamps any record and then imports the claim. Emergicon ensures the dates are verified and compare the claim to any available patient log for the day.

Step Two: Emergicon requests face sheets, payer information, demographics, and any other missing data from the receiving facility by fax, phone, or mail. If information is not received within 24 hours, an Emergicon staff member calls the facility. If information is still not received within 48 hours, the request is re-sent, and the staff member calls the facility again.

Step Three: Each claim is reviewed, coded, and billed electronically through the MD Online clearinghouse. Medicaid claims are billed electronically through their designated site to reduce denials and expedite payment.

Step Four: Emergicon conducts follow-up and claim analysis as follows:

a. ***Medicare****:* Medicare claims may pay by electronic remittance in as little as 14 days. On the 15th day, Emergicon reviews and verifies the status of any unpaid Medicare claim. Emergicon calls Medicare to obtain the status of the claim. Then, Emergicon will appeal or refile the claim as needed. Finally, Emergicon issue a Medicare co-pay statement for the 20% patient responsibility.

b. ***Medicaid****:* Medicaid claims are filed electronically and paid within ten working days. Claim status is accessible online and can be appealed immediately online.

c. ***Private Insurance****:* The payment of private insurance claims typically takes 35–45 days. If 40 days pass without payment, Emergicon will reach out to a live agent to discuss the status of the claim. Emergicon staff draw on years of experience communicating with private insurance carriers to decrease delays in payment and improve cash flow.

d. ***Self-Pay****:* Private pay patients are sent a Private Pay statement requesting insurance information within five days of the date of transport and notifying them of the balance due. If a statement is returned to our office due to a bad address, Emergicon uses skip tracing tools and verify the patient's best address through USPS.

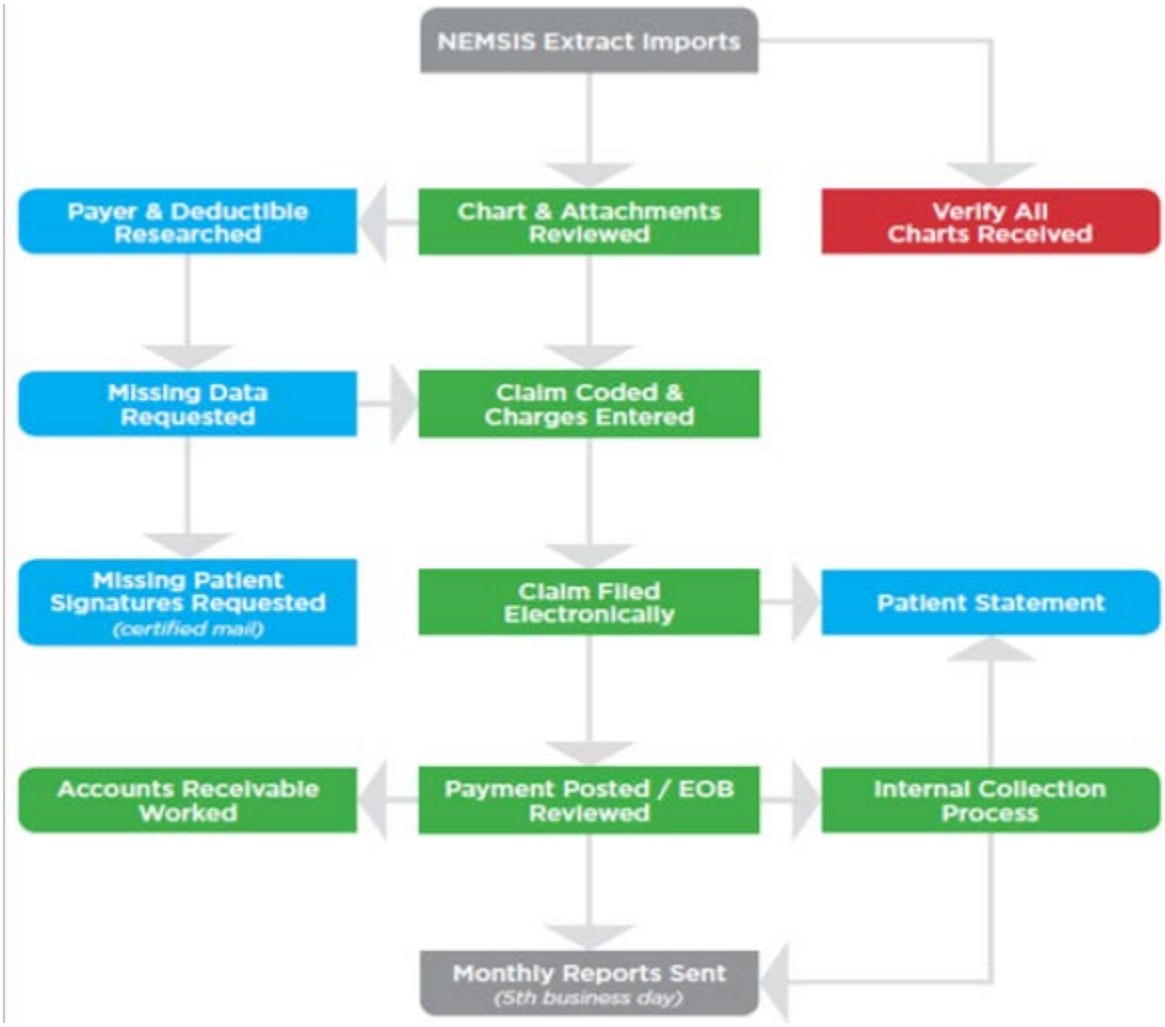
Step Five: Emergicon carefully reviews claim payments, explanations of benefits, remittance advice, denials, low pays, and no pays. Medicare and Medicaid claims are reviewed and expected to pay from the approved federal and state schedules. As payments are posted, the contractual allowance is posted for Medicare and Medicaid accounts. Patients will have received an Explanation of Benefits and should have a better understanding of their obligation for payment.

Emergicon identifies these low pays and appeal each one with the commercial insurer. This results in rectification by the commercial insurer, which reduces the patient's financial burden.

All denied claims are routed to Emergicon's Director of Quality Assurance/Quality Improvement. The Director reviews each denial and seeks rectification. Emergicon also uses each denial as a learning experience to continually improve our processes.

Emergicon works to bill all claims the next day. Emergicon runs proprietary audits to ensure claims are not "stuck" and are flowing through the systems seamlessly. Additionally, Emergicon reconciles all incidents in the ePCR software to the claims billed for the month as part of the reconciliation and monthly close process. If a patient has a high deductible, Emergicon may hold the claim for up to thirty (30) days to allow other possible claims to hit their insurance and potentially lower the amount a patient owes to the EMS provider.

The following diagram illustrates Emergicon's claims billing process and workflow.



e. Prepare and mail invoices to patients or other third-party payer who is responsible for co- pays and/or deductibles, private pay and uninsured patients. As described in Step 5 above, private pay patients are sent a Private Pay statement requesting insurance information within five days of the date of transport and notifying them of the balance due. If a statement is returned to our office due to a bad address, Emergicon uses skip tracing tools and verify the patient's best address through USPS.

f. Emergicon's invoices will include the following information on all invoices for services rendered:

1. Account number
2. invoice number
3. Invoice date
4. Name of patient
5. Name of responsible party (if different from patient)
6. Complete address
7. Date of transport
8. Cost of transport including cost breakdown (flat fee and mileage)
9. Incident number
10. Transport mileage from and to
11. Insurance coverage and instructions (if applicable)
12. Contractor's billing inquiry number

g. Emergicon will provide electronic claims processing as required for Medicare and Medicaid. Emergicon electronically submits claims to all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays.

h. Emergicon will maintain all records and patient information in a safe and secure manner that will allow inspection and audit by the City of College Station or its authorized agents. Emergicon will maintain records and patient information in a safe and secure manner that complies with applicable regulations and that meets the City's expectations. Emergicon will allow inspection and audit by the City or its authorized agents as needed. Emergicon is a Platinum partner with ESO Solutions, a NEMSIS-compliant software that allows clients to chart and view claims 24/7. The City may export reports to Excel, print reports, and show the billing status on claims. All actions within ESO are tracked and auditable, and the City may access the audit trail, notes, and other information if desired. ESO training is available to each client upon request.

i. Survey. Emergicon will mail a citizen survey form, at the City's request, with a return, self-addressed and postage paid envelope (provided by the City) with original invoices. Surveys will be no more than one page and will not exceed 8.5 x 11 inches.

j. Customer Service. Emergicon will make available Customer Service Representatives to assist patients and/or third-party payees in all billing inquiries. Emerigicon's Customer Service Representatives are available from 8:00 a.m. to 5:00 p.m. CDT to assist patients. Patients are offered multiple options to contact EMERGICON. Emergicon will provide two convenient phone numbers (877-602-2060 and 972-602-2060) as well as an e-mail address (billing@EMERGICON.com) for

patients.

2. BUSINESS CONTINUITY / DISASTER RECOVERY PLAN

Emergicon's Business Continuity/Disaster Recovery (BC/DR) program promotes high reliability and redundancy of all systems. Emergicon's data is constantly being replicated to a disaster recovery center. We test disaster recovery capabilities every six months and have had no failures. KirkPatrick Price, an external audit firm, has performed a SOC1 audit for us, which has included our BC/DR plan. Emergicon utilizes several modes of redundancy to ensure continuity of business data and disaster recovery as described below.

Various services for Emergicon are spread over several services, and/or servers, with some redundancy. For instance, the Active Directory, DNS, and DHCP servers are duplicated by another server in case one goes down. Emergicon has multiple internet circuits to provide robust redundancy in the event one fails.

Emergicon production servers are all located in a secured, monitored, and climate-controlled room. Additionally, they all have redundant power supplies, network interface cards, and redundant array of independent disks (RAID), typically configured with RAID 10. Emergicon has multiple APC UPSs that can provide backup power to afford an opportunity for an orderly shutdown of hardware devices in the event of an extended power outage.

In the event of server failure or destruction, the plan would be to repair the server or replace it with an onsite spare Dell server. If replacement is required, the following steps will be taken to rapidly return to operations:

- Install the requisite ESXi Host software
- Perform bare metal restores from the local Appassure backup server. The Recovery Point Objective, RPO, for this type of recovery would be on the order of 30 minutes to 8 hours based on the priority of the server and the date/time the event occurred. The Recovery Time Objective, RTO, would be between 1 and 8 hours depending on the severity of the event.

In the event of complete unavailability of IT resources, the following steps will be taken to rapidly return to operations:

- Expedited procurement of Dell PCs using Dell Smart Source and/or obtain rental hardware. (Servers, Workstations, Phones, Printers, Fax Machines)
- If required, coordinate with our Regus Office Center representative to obtain suitable office space.
- Contact One Ring and have phones forwarded to cell phones and/or procured office space. One Ring can also activate a PBX Virtual Server in the cloud and forward phones to whatever destinations we desire (e.g., land lines, cell phones).
- Declare a disaster with Accelerite. This will initiate actions to activate our servers in Accelerite's rCloud environment and make them available from the procured office space.

- Create a site-to-site VPN Connection between secured office space and our servers in Accelerite's rCloud.
- Set up PCs and servers in the Dallas office.
- Configure and restore the phone server.
- Begin operations.

3. ACCOUNTS RECEIVABLE.

a. Patient Account Payments. Emergicon all patient account payments (checks, cash, money orders, credit cards) are to be payable to City of College Station and will be deposited electronically in the City's depository account without withholding any contractor fees, expenses, or commissions.

b. Receiving Payments. Emergicon will receive payments made payable to the City of College Station directly from the patient or other responsible party and governmental, commercial and private insurance companies.

Emergicon never accepts a denial or partial payment without reaching out to the payer for clarification. Each claim is reviewed, coded, and billed electronically through the MD Online clearinghouse. Medicaid claims are billed electronically through their designated site to reduce denials and expedite payment.

Emergicon carefully reviews claim payments, explanations of benefits, remittance advice, denials, low pays, and no pays. Medicare and Medicaid claims are reviewed and expected to pay from the approved federal and state schedules. As payments are posted, the contractual allowance is posted for Medicare and Medicaid accounts. Patients will have received an Explanation of Benefits and should have a better understanding of their obligation for payment.

Emergicon identifies these low pays and appeal each one with the commercial insurer. This results in rectification by the commercial insurer, which reduces the patient's financial burden. All denied claims are routed to Emergicon's Director of Quality Assurance/Quality Improvement. The Director reviews each denial and seeks rectification. Emergicon also uses each denial as a learning experience to continually improve our processes.

c. Payment Methods. Emergicon's payment methods are listed in on the invoice and can be made by mail in payment made payable to the City of College Station with coupon (contractors' lockbox); debit, and credit card payment from patients, pay online using the website at www.Emergicon.com; call a toll-free number and provide payment information, checks by phone and walk in payments at City locations.

d. Credits and Refunds. Emergicon will post payments, adjustments, refunds/credits and re-submission of insurance provider claims to each patient account. Emergicon will be required to correct and update all patient information while posting these transactions documents overpayments for all payers. In the case of commercial payer, overpaid funds are applied to other outstanding claims. In the case of private payers, overpayments are refunded as necessary.

e. Pre-collection Services. Emergicon will perform pre-collection services on unpaid accounts.

Contractor shall follow-up with patient or patient's third party for collection of the receivable for a period of six (6) months after payments cease by the 10th of the seventh month. Example: If service is rendered on January 1, the collection period begins on February 1 and by August 10 the receivable is turned over to a collection agency. Emergicon will be allowed to retain any account as long as payments are being made pursuant to an agreed upon schedule

Emergicon will adjust its pre-collection services to reflect the City's desired schedule. Typically, invoices are remitted every thirty (30) days to patients with open account balances. Time-pay patients continue to receive statements until their account balance is resolved. Private pay patients receive statements until the account is written off or sent to collections. Additionally, Emergicon targets "frequent flyer accounts" for telephone follow-up to attempt to establish payment plans or payment by credit card.

Typically, patient balances are not recommended for write-off less than six months from the date of service. Recommending an account for write-off requires that there has been no successful contact with the patient for 180 days, or whatever schedule the City prefers.

f. Professional Standards. Emergicon will perform all work under this contract shall be of the highest professional standards and shall in every respect meet or exceed standard industry practice and comply with the Fair Debt Collection Practices Act. No harassing or "strong-arm" collection tactics shall be employed. Emergicon is trained to provide the utmost service and support, including bilingual services.

Emergicon verifies all information regarding the dispute or hardship and then requests that the City makes the final determination. As your partner in billing, we want to ensure that the City agrees with all bill disputes and hardship requests.

Emergicon takes a soft collection approach with the understanding that a patient utilizing ambulance services has just experienced major trauma. Emergicon is sensitive to patient needs as when engaging in collection efforts that comply with every aspect of the City's policies. Emergicon will reach out to the patient and try to reach a mutually beneficial payment resolution. Typically, Emergicon focuses on patients who have a large balance or may need to pay out of pocket for their transport.

4. DELINQUENT ACCOUNT COLLECTIONS.

Emergicon will act as an agent of the City of College Station to perform collection services for individuals with existing patient balances. Emergicon is a member of American Collectors Association International, and we are a bonded collection agency (#5245495) in the State of Texas.

Emergicon will follow the City's ordinances in every respect of collections. Emergicon's staff are trained to recognize that the City demands the utmost respect when dealing with their residents and patients.

Emergicon routinely audits and listens to recorded calls between our staff and patients. From this audit process, Emergicon is able to provide feedback to Emergicon staff on their professionalism

and accuracy. These recorded calls are available at any time to our clients.

Contacting patients is difficult and costly. Emergicon utilizes standard tools like skip tracing to track down patients with balances. Emergicon offers as many payment options as possible including credit card, check by phone, and online payment portal. Emergicon takes a soft collection approach with the understanding that a patient utilizing ambulance services may have many medical issues or even death in the family.

Invoices are remitted every thirty (30) days to patients with open account balances. Time-pay patients continue to receive statements until their account balance is resolved. Private pay patients receive statements until the account is written off or sent to collections (per City guidance). Additionally, Emergicon targets frequent flyer accounts for telephone follow-up to attempt to establish payments plans or payment by credit card.

5. REPORTING.

a. Monthly Reporting. Emergicon shall provide all standard reports available via an internet-based reporting system. Emergicon provides monthly close reports that are available by the 5th business day of the month. Monthly collections reports are available by the 15th calendar day each month. These reports shall include, but are not limited to the following:

1. **Distribution of Charges and Collections** -This report will track the charges, payments and insurance class mix of all patients for a given month.
2. **Aged Receivable Report** -This report will have outstanding invoices sorted by date for current, thirty, sixty, ninety and over ninety days. This report will provide totals for these categories.
3. **Patient Alpha Listing** -This report lists all invoices alphabetically by patient name.
4. **Monthly Payment Listing** -This report lists payments, bad checks, required charge offs, and refunds posted to each patient's account. (Provide sample of this report)
5. **Overpayment Reports** -This report lists all patients due refunds as a result of overpayment of account.
6. Balance Summary
7. Executive Summary
8. Monthly Charge Report
9. Monthly Credit Report
10. Monthly Credit Detail
11. Payor Activity Summary
12. Invoice Summary

b. Report Access. Emergicon provides complete transparency and full recordkeeping for all services performed, including invoicing, statements, and dunning letter processing, as well as EMS fee collections and remittance. Emergicon maintains documentation of all services performed, billing phone calls, and all financial data. Emergicon provides clients with 24/7 access to real-time data through our web reports portal. The City will receive login credentials and be able to access reports whenever and wherever desired. Authorized City representatives may use this system to view current runs for a set time period.

c. Annual Reports. Emergicon provides annual reports identifying trends over a 12-month timeframe, based on either the calendar year or the City's fiscal year timeframe, as well as reports typically used for auditing purposes. As an extra layer of accountability and review, Emergicon's Client Success Team prepares Executive and Management Summaries, which are reviewed and approved by Emergicon's leadership team before they are submitted to the client. In these reports, Emergicon's leadership team reviews all aspects of collections performance and accounts receivable to provide guidance as needed.

d. Report Form Type. Emergicon provides reports as .pdf files to ensure the content remains static, giving clients peace of mind that the data has remained unedited. Emergicon will provide reports in additional formats (e.g., .xls, .xlsx, .ppt, .csv) upon request at no additional charge. Customizable reports will be made available upon request at no additional charge.

6. RESPONDING TO REQUESTS FOR MEDICAL RECORDS.

Emergicon will handle all aspects of the City's EMS account management, including responding to all requests for medical records. Emergicon will ensure before any medical records are disclosed to any person, the request is reviewed for legal compliance and depending on the type of request, it has a proper a subpoena signed by a judge, an executed authorization, court order signed by a judge or satisfactory assurances according to HIPAA and TMRA.

When an attorney requests records, Emergicon will direct them to use ChartSwap, a software platform for business-to-business Health Information Exchange, which connects medical records requestors and providers securely online.

When a private citizen requests records, we verify that individual's HIPAA authorizations and then process the request accordingly if he or she is legally entitled to have access to the requested information. Emergicon discloses that information via certified mail.

7. AMBULANCE SERVICE SUPPLEMENTAL PAYMENT PROGRAM.

Emergicon will work with the City to analyze and report costs that will allow City to realize revenue related to the Ambulance Supplemental Payment Program as administered by Texas Health and Human Services Commission (HHSC). In consideration of the Texas Ambulance Service Supplemental Payment Program (TASSPP) services performed by Emergicon, the City will pay Emergicon a percentage fee of the total revenue collected by the City. All revenue due to the City from the Ambulance Supplemental Payment Program shall be paid in full directly from the State of Texas. Emergicon will provide the relevant transport data necessary to apply for TASSPP grant funds, based on the City's Charity Care Policy Emergicon does not process TASSPP applications in house. Emergicon partners with other organizations who submit TASSPP applications on behalf of the City by delivering the necessary data for the application. Emergicon preferred partner of choice is PCG, but Emergicon does have experience working with other TASSPP intermediaries Emergicon's services will include:

1. Providing support to the City to prepare and submit application requests on behalf of the City to secure eligibility to participate in the Ambulance Supplemental Payment Program.
2. Conducting webinar trainings and providing helpdesk support including full email and phone support to assist the City in preparation of cost reports.
3. Conducting comprehensive analysis of the billing reports ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid Fee- for-service, Medicaid Managed Care, and Uninsured are screened and accurately accounted for in the cost report.
4. Preparing annual cost reports on behalf of the City utilizing web- based application in order to allow the City to realize incremental revenue under the Ambulance Supplemental Payment Program.
5. Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
6. Drafting responses, providing supporting documentation to conduct comprehensive billing reconciliations as required during HHSC desk review processes.
    a. Working with the City to present updates and status reports to community stakeholders, as necessary, to help educate and inform them on the progress of this initiative.
    b. Acting as a liaison between HHSC and the City to address any questions and keep the clients informed on changes in state and federal regulations.
    c. Emergicon will work closely with the City throughout the cost reporting implementation process and will require regular contact with the City' s operational and financial staff.

8. BILLING FOR FALSE ALARMS, INSPECTIONS AND HAZMAT INCIDENTS.

Emergicon through Emergifire, a sister company, will perform Fire Recovery Billing for firefighting, fire suppression, and rescue services. Fire Recovery Billing by Emergifire recovers the costs associated with motor vehicle accident extrication and hazardous material incident cleanup, as well as structure and industrial fire suppression as described on the following pages. The City will send Emergicon the information and reports for false alarms, inspection and hazmat incidents to be billed.

Eligible fire department billings include the following:

1. Motor vehicle incidents
2. Structure fire
3. Vehicle fire
4. Equipment fires
5. Hazardous material incidents
6. Industrial/commercial incidents
7. Building inspections

a. Repeat False Alarms. Emergifire will process repeat false alarms, both multi-family residential and non- residential, following the direction of your City's ordinance in Section 12-113 False Alarms. Repeat false alarm data and reports claims are sent to Emergicon and will be billed by Emergifire at the appropriate time, per the City's ordinance. Bills are sent and followed up on three times. Emergifire will notify the City and seek guidance on further actions to take per the ordinance.

b. Repeat Inspection Billing. Emergifire will process Repeat Inspection Billing services. Emergifire will process repeat inspections, following the City's ordinance in Section 2-120. Repeat inspection data and reports claims will be billed by Emergifire at the appropriate time, per the City's ordinance. Bills are sent and followed up on three times. If no payment is received after the third attempt, Emergifire will notify the City and seek guidance on further actions to take according to the City's ordinance.

c. HazMat Billing. Emergifire will provide HazMat Billing services. Emergifire will process claims on HazMat remediations according to the City ordinance in Chapter 14 and in Section 16-51. Bills are sent to the at-fault party based on information and reports provided by the City and followed up on three times. If no payment is received after the third attempt, Emergifire will notify the City

and seek guidance on further actions to take according to the City's ordinance.

9. TRAINING.

Emergicon is responsible for onsite training, throughout the term of the contract, to ensure that all College Station Fire Department personnel and Fiscal Services staff are trained regarding documentation, charges, applicable health care laws and regulations as it relates to the billing process.

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT BETWEEN
CITY OF COLLEGE STATION, TX AND EMERGICON, LLC

This Business Associate Agreement ("Agreement") between City of College Station, TX and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of City of College Station, TX in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate. Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e- PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to City of College Station, TX any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to City of College Station, TX without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. Make PHI in a designated record set available to City of College Station, TX and to an individual who has a right of access in a manner that satisfies City of College Station, TX's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by City of College Station, TX, or take other measures necessary to satisfy City of College Station, TX's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to City of College Station, TX or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of College Station, TX's obligations under 45 CFR §164.528;

8. To the extent that Emergicon, LLC is to carry out any of City of College Station, TX's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of College Station, TX when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of College Station, TX, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and City of College Station, TX's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if City of College Station, TX notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of College Station, TX has agreed to or is required to abide by under 45 CFR §164.522; and

11. If City of College Station, TX is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Emergicon, LLC agrees to assist City of College Station, TX in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of College Station, TX's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of College Station, TX agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of College Station, TX of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of College Station, TX of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate. The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of College Station, TX include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of College Station, TX to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of College Station, TX to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of College Station, TX.

D. Termination

1. City of College Station, TX may terminate this Agreement if City of College Station, TX determines that Emergicon, LLC has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of College Station, TX or destroy all PHI received from City of College Station, TX, or created, maintained, or received by Emergicon, LLC on behalf of City of College Station, TX that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

EMERGICON, LLC	**CITY OF COLLEGE STATION**
By:_____	By:_____
Christopher Turner, President and CEO	**City Manager**
Date:_____	Date:_____

EXHIBIT A
RESPONSE TO RFP 21-052

EMERGICON
emergency medical billing

Automated Ambulance Billing, Accounts Receivable, Delinquent Account Collections And Other Services

RFP #21-052

Submittal Deadline: Thursday, July 29, 2021, 2:00 P.M. C.S.T.

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

Primary Contact:
Christopher Turner, Founder & CEO
98 State Hwy 205
Terrell, TX 75160
cturner@emergicon.com
972-602-2060 ext.400

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Cover Letter

July 28, 2021

Chris Kelly, Assistant Fire Chief
City of College Station, Texas
PO Box 9960
1101 Texas Ave.
College Station, TX 77840

Re: RFP #21-052, Automated Ambulance Billing, Accounts Receivable, Delinquent Account Collections and Other Services

Dear Mr. Kelly:

Please accept the enclosed proposal in response to the Request for Proposals issued by the City of College Station for Automated Ambulance Billing, Accounts Receivable, Delinquent Account Collections and Other Services. We have been providing billing and collection services to the City of College Station since August 2009, and we would embrace the opportunity to continue to do so. Over the past 12 years, we have demonstrated our ability to meet or exceed all the requirements described in your RFP, and we will continue to do so if selected for the next contract period.

Texas-based EMERGICON is the incumbent EMS billing and collection services provider for the City of College Station. Our sole business is to provide emergency medical transport billing and collection services. We serve as a true partner with more than 160 clients throughout the state. We manage documentation, compliance, and changes in the law as well as payer relationships—far beyond a simple billing role. Many billing companies become complacent over time, but we maintain an unwavering focus on bettering the lives of our clients, the taxpayers that support cities, and the patients transported within them.

Our clients readily attest to our commitment to providing the highest level of service and record-setting cash collections. Over the past 15 years, our proven processes have increased reimbursements for every one of our Texas clients by an **average of more than 30%**. Throughout the length of our 12-year relationship with the City of College Station, we have maintained a steady cash per transport (CPT) and cash collections. Based on our experience, knowledge, and proven processes for EMS billing and collections, we anticipate being able to increase the City's cash collections from $2.27 million in 2021 to $2.45 million in 2023.

Our exclusive focus on Texas allows us to specialize in the nuances of Texas billing and collections. At the same time, our local presence allows us to know and interact with the clients we serve personally. We would embrace the opportunity to continue to show the City of College Station *the EMERGICON difference.*

We have read and understood the RFP and Addendum No. 1, and we are fully prepared to comply with all the requirements described therein.

Thank you in advance for considering our proposal. We hope to speak with you soon to discuss EMERGICON's qualifications and ability to continue to serve as a valuable partner for the City of College Station.

Sincerely,

Christopher Turner, Founder & CEO
cturner@emergicon.com
972-602-2060 ext.400

TAB A Qualifications and Experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

Company Profile

EMERGICON is a Dallas-based provider of EMS/Ambulance billing services to municipalities and private companies throughout Texas. As the largest EMS billing and collections provider in the state, our firm continues to acquire new customers and grow every year. We serve more than 160 Texas EMS providers with annual cash collections of nearly $100 million. Over the past 15 years, our proven processes **have increased reimbursements for every one of our Texas clients by an average of more than 30%**.

Founded in 2006, EMERGICON's mission is to reduce the burdens of EMS billing for those who provide life-saving care. Now in our 15th year of business, EMERGICON has a solid reputation for exceeding our clients' expectations in terms of cash collections and customer service. We handle all aspects of EMS account management, including coding, billing, payment posting, accounts receivable follow-up, compliance, and medical records requests.

EMERGICON has been honored with two awards that recognize the fastest-growing, privately held organizations:

- #97 on the 2020 Dallas 100 list published by the SMU Cox School of Business's Caruth Institute for Entrepreneurship (see https://tinyurl.com/Emergicon)
- #207 on the 2021 Inc. 5000 Texas Regional list (see www.inc.com/inc5000/2020)

Our firm's growth became further evident in the fall of 2020 with the relocation and expansion of our headquarters to Terrell, Texas, where our 15,000-square-foot facility now houses 80+ employees.

EMERGICON is a member of the Texas Ambulance Association and the American Ambulance Association. We are also a member of American Collectors Association International, and we are a bonded collection agency (#5245495) in the State of Texas.

We deliver significant, measurable results year after year, and we attribute our success to the following competitive advantages:

- **We are experts in Texas EMS billing and collections.**
  As a Dallas-based company, **EMERGICON speaks Texan**. Our Texas-based employees are experts in Texas EMS billing because we only serve Texas EMS providers. Each state has its own rules regarding EMS billing, so by specializing in Texas, we ensure full familiarity with the intricacies of requirements within Texas. We draw on this expertise to avoid improperly filed claims and optimize our clients' reimbursements and collections.

- **We rely on a team of human claims reviewers—not computers.**
  We devote more resources to the aspects of EMS billing that genuinely make a difference: payer research and claims follow-up. Most EMS billing companies cut corners on key aspects of their service, either by outsourcing functions overseas or by relying too heavily on technology and attempting to automate payer research and claims follow-up. Such shortcuts result in poor outcomes, namely higher write-offs, poor cash collections, and dissatisfied patients. EMERGICON's success lies in our ability to avoid such mistakes. EMERGICON's highly qualified staff is committed to conducting payer research that gets the bill to the correct payer with complete and accurate patient information and following up every 30 days on open claims. **We use humans—not computers—to read and code EMS charts, ensure that every claim and payer response is complete and accurate, and pursue each of those claims for maximum reimbursement.**

- **We provide superior service and transparency.**
  Our 160+ clients across the state of Texas continue to be our best referral source. They attest to our commitment to the highest level of service and record-setting cash collections. We provide each of our clients with **24/7 online access** to view claim status and our billings and collections performance. Additionally, we provide our clients with Executive and Management Summaries that highlight claims activity and are ready to present to your City Council.

- **We engage in extensive provider credentialing.**
  We **credential EMS providers** with an average of more than 200 payers—far more than any of our competitors do. This credentialing allows for reimbursement from sources that are otherwise frequently missed, such as smaller payers with little understanding of EMS claims.

The graphic on the following page summarizes why EMERGICON is the best partner for the City.

EMERGICON
emergency medical billing

EMS Billing **Built for Texas**

Emergicon is the largest Texas-owned and Texas-based emergency medical service billing company in the state.

EMERGICON Human-based	Automation-based Competitors
Humans perform payer research	Automation (misses payers)
Humans read the chart and code claims manually	Automated coding (often incorrect)
Claims follow-up performed by dedicated staff	Automated and inappropriate appeal of claims
Collections & patient services with sensitivity-trained agents	Outsourced agents

Emergicon uses humans, not automation, because EMS occurs in imperfect circumstances. Automation is actually more expensive and less efficient than human agents.

	7.0% Commission fees	4.9% Commission fees
Gross Charges	$3.25M	$3.25M
Cash Collections	$1.5M	$1.23M
Client Net Collections (after commission fees)	$1.4M	$1.16M
Total Cost of Collections	$105K (Commissions)	$60K (Commissions) + $270K (Lost cash collections) = $330K

- Better cash collections
- Reduced patient complaints

Appears cheaper / poor results
Increased patient complaints

emergicon.com

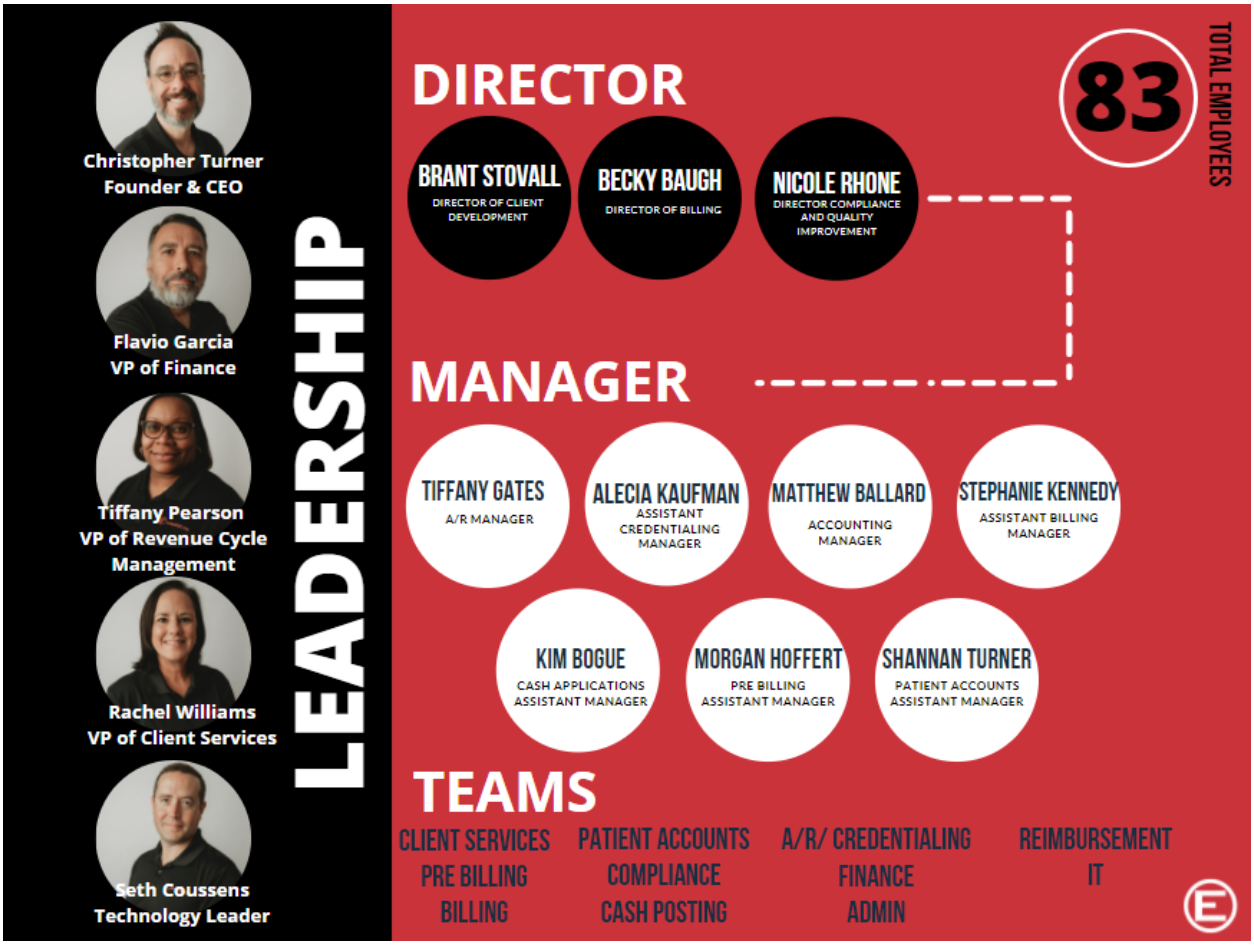
Administration, Organization and Staffing

EMERGICON operates from a single office located at the following address:
98 State Hwy 205
Terrell, TX 75160

EMERGICON's superior service stems not only from the team's focus on Texas-specific EMS billing practices, but also from the experience of the leadership team. EMERGICON's professionals have nearly 100 years of combined experience in EMS and medical billing and coding.

Organizational Chart

The following infographic presents the positions and names of the core management team that will undertake this engagement:



2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

Rachel Williams, Vice-President of Client Services, will serve as the Strategic Account Manager (SAM) for this engagement. She has a working knowledge of EMS billing operations. Rachel is

a fourth-generation Texan with a bachelor's degree in marketing from the University of North Texas. She has more than a decade of experience in internal and external communications, communications technology, and management of the client experience. Rachel has served with EMERGICON in sales enablement, social media marketing, and client success roles and now leads the Client Development and Client Success teams.

Rachel will serve as the point of contact for communications regarding billing services throughout the life of the partnership. She will be College Station's first point of contact for any questions regarding EMERGICON's processes, general inquiries, end-of-month reporting, and regularly scheduled executive business reviews. She will prepare and provide strategic analysis of performance as well as recommendations for increasing cash collections, including but not limited to documentation reviews, fee schedule recommendations and other such analysis.

In lieu of resumes, we are providing the following brief profiles for the members of our leadership team.

Christopher Turner, MHA – Founder and CEO
Christopher is a Texas native with a master's degree in healthcare administration from Texas State University. He has extensive experience in healthcare financial management and has specialized in pre-hospital emergency management for more than 25 years. He has additional experience in emergency medicine, having been a director at EmCare and UnitedHealthCare, and CFO for CareFlite.

Brant Stovall, CCEMT-P – Director of Client Development
Brant brings 33 years of experience to EMERGICON. Brant has a distinctive combination of skills, having served as a paramedic—both ground and air transport—and also working on the sales and account management side of EMS services. Along with company management, he oversees EMERGICON's expansion efforts.

Brant earned his paramedic certification from Weatherford College. He also holds certifications in Advanced Cardiac Life Support Instructor, Basic Trauma Life Support Instructor, Basic C.P.R. Instructor, Pediatric Advanced Life Support, Neonatal Resuscitation Provider and as a Critical Care Paramedic (UMB). Brant's knowledge of emergency services, sales, and marketing, make him a perfect fit for EMERGICON.

Nicole Rhone, CAPO, CAC, CACO, CADS – Director of Compliance and Quality Improvement
Nicole has worked within the medical services field for more than 20 years as an EMS billing expert and as a Certified Medical Assistant. Over her career with EMERGICON, she has filled many roles, starting in accounts receivables (AR) Specialties then transitioning to AR Lead then AR Manager. Today, she serves as EMERGICON's Director of Compliance and Quality Improvement.

Seth Coussens, MBA – Technology Leader
Seth has more than 15 years' experience in the technology sector. Seth is also a veteran of the United States Army and served six (6) years of active duty as a Captain in the Infantry. Today, he serves as EMERGICON's Technology Leader, a role in which he leads IT and analytics. Seth holds a bachelor's degree from Iowa State and an MBA from St. Thomas in Houston.

Becky Baugh, CAC, CACO – Billing Director
Becky is a Texas native with over 26 years' experience in the medical billing and collections field. She currently serves as the Billing Director. Becky's dedication and expertise contribute significantly to the EMERGICON management team.

Flavio Garcia III – Vice President of Finance
Flavio is a Texas native with a bachelor's degree in economics from the University of Texas at Arlington. He has extensive experience in healthcare finance and accounting. He has served in leadership roles for several healthcare companies to include Divisional Controller for Quest Diagnostics, Division Finance Leader at EmCare and VP of Finance for a DFW Surgeons group. He is a member of the Healthcare Financial Management Association (HFMA), a Finance Officer for American Legion Post in Ennis, Texas, and a former Service Officer for the local VFW post in Ennis, Texas.

Tiffany Pearson, CAPO – Vice President of Revenue Cycle Management
Tiffany is a Texas transplant with a bachelor's degree in industrial and organizational psychology from the University of Memphis. She has worked within the medical services field for more than 20 years as an accounts receivable expert. Her specialty is resolving patient needs, reviewing, and analyzing aging accounts for optimal cash collections. Today, Tiffany serves as EMERGICON's VP of Revenue Cycle Management.

Rachel Williams – Vice President of Client Services
Rachel is a fourth-generation Texan with a bachelor's degree in marketing from the University of North Texas. She has more than a decade of experience in internal and external communications, communications technology, and managing the client experience. Rachel has served with EMERGICON in sales enablement, social media marketing, and client success roles and now leads the Client Development and Client Success teams as VP of Client Services.

Professional Designations, Affiliations, Certifications, and Licenses

EMERGICON's employees are trained and certified in ambulance billing, coding, compliance, documentation, and HIPAA. We believe that our employees are our greatest strength. We work diligently to provide professional development opportunities for our staff as we continually improve our processes. We frequently send staff members to the Texas EMS Conference, Texas Ambulance Association conference, Texas EMS Alliance, ESO Wave, and NAAC's abc360 conference so that we can stay abreast of best practices and developments in the industry.

The EMS billing industry does not have requirements for training and certification. Nevertheless, EMERGICON strongly encourages and invests in ongoing education and training for staff members. As noted in the bios above, many of our staff members are certified by the National Academy of Ambulance Compliance (NAAC). These certifications include Certified Ambulance Coder (CAC), Certified Ambulance Compliance Officer (CACO), Certified Ambulance Privacy Officer (CAPO), and Certified Ambulance Documentation Specialist (CADS). For details about these certifications specific to the ambulance industry, please visit www.ambulancecompliance.com/content/certification.

CAC Certified Ambulance Coder | CACO Certified Ambulance Compliance Officer | CAPO Certified Ambulance Privacy Officer | CADS Certified Ambulance Documentation Specialist

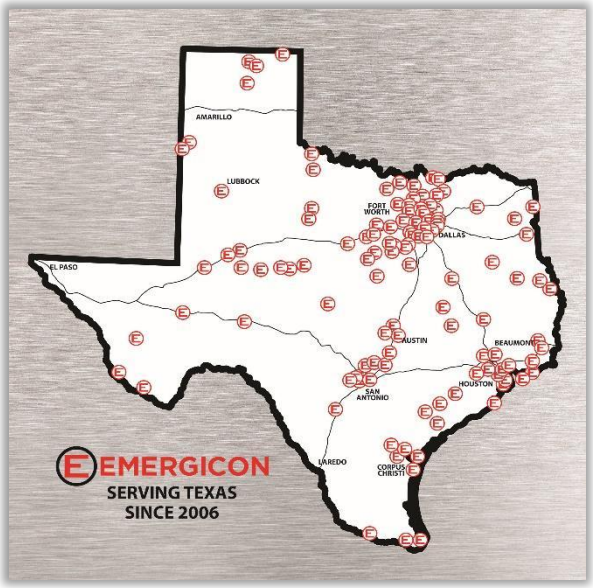
EMERGICON remains aware of and adheres to the current billing requirements and contractual restrictions dictated by the Centers of Medicare and Medicaid Services (CMS), Texas Medicaid and Healthcare Partnership (TMHP), the Health Insurance Portability and Accountability Act, and the Texas Workers Compensation Commission. Our billing and management professionals do this by attending all CMS and TMHP webinars, completing on-site and virtual training, pursuing industry certification, and more.

3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope. Descriptions of experience in Texas are preferred.

EMERGICON currently has more than 160 contracts with municipalities, local government agencies, and other ambulance transport service providers with a combined total volume of more than 175,000 transports per year. This client base is far larger than that of any of our competitors.

We work with EMS providers throughout Texas, regardless of size. Some of our smallest, rural clients (e.g., Marfa, and Terlingua) have just 50–60 transports per year. In contrast, our larger, urban clients (e.g., San Marcos, Georgetown, and Grapevine) have well over 10,000 transports per year.

EMERGICON has a 99% client retention rate, and many of those client relationships date back to our inception in 2006.



In the past 36 months, EMERGICON has provided EMS billing and collection services to the municipalities and government agencies listed below. The clients listed in **bold** are similar in size to the City.

*****The following client information is CONFIDENTIAL and must not be disclosed to third parties without the explicit, written permission of EMERGICON.*****

- **Addison Fire Dept**.
- Anna Fire Dept.
- Annaville Fire Dept.
- Atlanta Fire Dept.
- Argyle Volunteer Fire Department
- Baytown Fire Dept.
- **Beaumont Fire Dept**.
- **Bedford Fire Dept.**
- Bellaire Fire Dept.
- **Bexar Co ESD 2.**
- **Bexar Co ESD 7.**
- Big Spring Fire Dept.
- Bonham, City of
- Bovina Fire Dept.
- Bowie Fire Dept.
- Booker EMS
- Brady Fire Dept.
- **Buda Fire Dept.**
- **Bulverde Spring Branch Fire & EMS**
- Calhoun County EMS
- **Carrollton Fire Dept.**
- Celina Fire Dept.
- Claude EMS
- Clear Lake EMS
- Cleburne Fire Dept.
- **Chambers County EMS**
- **CHI St Joseph Health EMS**
- **College Station Fire Dept.**
- Colleyville Fire Dept.
- Comal County Emergency Services Dist. 2
- Converse Fire Dept.
- Coke County East EMS
- Coke County West EMS
- Comanche County EMS
- **Cooke County EMS**
- **Coppell Fire Dept.**
- Crockett County EMS
- Dallam-Hartley Counties Hospital District
- Deer Park Fire / EMS
- Denison Fire Dept.
- **DeSoto Fire Dept.**
- Dickinson Fire Dept.
- Dublin EMS
- East Coke Co EMS
- Eagle Mountain Volunteer Fire Dept.
- Eastland Memorial Hospital District
- El Campo EMS
- Erath County EMS
- Everman EMS
- Farwell EMS
- Fairview Fire Dept.
- **Farmers Branch Fire Dept.**
- **Flower Mound Fire Dept.**
- Freeport Fire / EMS
- City of Friona
- Galveston County ESD 2
- Glasscock County EMS
- **Georgetown Fire Dept.**
- Glenn Heights Fire Dept.
- Goliad County EMS
- Grapevine Fire Dept.
- Gruver EMS
- Hall County EMS
- Hardaman County EMS
- Hamlin EMS
- Hays County EMS (San Marcos)
- Hartley Volunteer Fire Dept.
- Helotes Fire Dept.
- Highland Park DPS
- Highland Village Fire Dept.
- **Hopkins County Hospital District EMS**
- Jackson County Hospital District EMS
- Jacksonville Fire / EMS
- Justin Fire Dept.
- Keller Fire Dept.
- Krum Fire Dept.
- LaPorte EMS
- La Salle County Fire Rescue
- Lake Cities Fire Dept.
- **Lewisville Fire Dept.**
- Leon Valley Fire Dept.
- Little Elm Fire Dept.
- Los Fresnos EMS
- Lucas Fire Dept.
- **Mansfield Fire Dept**.
- Marfa EMS
- Marshall Fire Dept.
- Martin County
- Mathis EMS.
- **Mexia Fire Dept.**
- **Midlothian Fire Dept.**
- MIMS Fire / EMS
- Mineral Wells Fire Dept.
- Murphy Fire Dept.
- North Runnels Hospital EMS
- Palmview Fire Dept.

- Pantego Fire Dept.
- **Parker County Hospital District EMS**
- Pecan Plantation Fire/EMS
- Pecos County EMS
- Pilot Point Fire Dept.
- Port Aransas EMS
- Port Isabel EMS
- Presidio EMS
- Preston EMS
- Prosper Fire Dept.
- Reeves County ESD #2
- Rendon Fire Dept.
- Roanoke Fire Dept.
- Robertson County EMS
- **Rowlett Fire Dept**.
- Sabine County Hosp. Dist. EMS
- Sachse Fire Dept.
- Santa Fe Fire / EMS
- **San Angelo Fire Dept.**
- San Augustine City-County Hospital District EMS
- Sanger Fire / EMS
- Seabrook EMS
- Shavano Park Fire Dept.
- Somervell County Fire / EMS
- Southlake Fire Dept.
- Stamford EMS
- Sterling County EMS
- **St Joseph EMS**
- Sugar Land Fire Dept.
- Sunnyvale Fire / EMS
- Teague Hospital District EMS
- Terlingua Fire & EMS
- Texas EMS (Hood County)
- **The Colony Fire Dept.**
- Three Rivers Ambulance
- Travis County ESD #1
- **Travis County ESD #2**
- Tri County EMS
- University Park Fire Dept.
- Utopia EMS
- Van Alstyne Fire Dept.
- **Victoria Fire Dept.**
- **Walker County EMS**
- Watauga, City of
- Westlake Fire Dept.
- Whitewright EMS
- Wilson County ESD #2
- **Wise County EMS**
- Wolfforth EMS

4. The same information must be provided for any associate firm or sub-consultant.

EMERGIFIRE, a provider of fire billing services, is a separate entity founded in 2018 by EMERGICON. Roxanne (Roxy) Garcia acts as the lead claims processor and will provide strategic support regarding your fire billing claims.

Roxy has been with EMERGICON for three years. She started as a Recovery specialist and, in 2019, transitioned to become EMERGIFIRE'S first full-time employee. Roxy now serves as the Claims Processor Lead for EMERGIFIRE. Roxy serves fire departments by filing claims to seek reimbursement for costs of service that are not normally covered by a community's taxpayers. Roxy is a true team player and often the first person to volunteer to help when another team needs extra hands.

TAB B Rates and Expenses

1. Provide a proposed fee schedule. Express your fee(s) as a percentage and separate price for travel and training related expenses (if applicable).

EMERGICON proposes the following fee schedule:

- Our **base commission rate** is 5%.
- The **recovery rate** is separate and is set at 16% after 150 days.
- **EMERGIFIRE services** are being offered at 15% commission rate.
- There is no upcharge for credit cards.
- There is no separate price for travel and training-related expenses.

As stated in the RFP, we agree to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreements with the City of College Station.

Based on our experience, knowledge, and proven process for EMS billing and collections, we are able to return a higher percentage and higher cash collections than any other ambulance billing service provider. The following table illustrates our revenue projections for the City, reflecting our knowledge of the City's operations and fee schedule, as well as industry trends.

	Projected 2021	Projected 2022	Projected 2023
Transport Growth Factor	2.5%	2.5%	2.5%
Annual Transports	4,895	5,017	5,143
Cash Collections	$2,270,644	$2,356,310	$2,445,560
Cash Per Transport	$463.87	$469.63	$475.53

2. Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Acknowledged and understood. EMERGICON shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

3. Rates for delinquent account collections must be noted separately.

EMERGICON's rate for delinquent account collections is 16% for long-term, unpaid claims.

4. Contractors may submit proposals on any task or combination of tasks and may propose alternative fee schedule(s). However, expenses not specifically listed will not be considered.

As stated in #1, EMERGIFIRE services are being offered at a 15% commission rate.

As the incumbent service provider, there will continue to be no additional charge for providing ASPP information to PCG. Should EMERGICON be able to fully support TASSPP operations internally in the future, this is subject to change. The base commission rate for EMS billing and collection is 5%. The recovery rate is set at 16%.

5. The actual contract amount will be negotiated after the Contractor has been selected and the scope of work finalized.

Acknowledged and understood.

TAB C Methodology Including Technical Approach and Understanding of the Scope of the Project.

1. Proposals must include a narrative description of the Contractors' plan for accomplishing the work and services to be provided to the City.

In this section, we have structured our response around the Scope of Work presented in the RFP.

The successful contractor shall provide billing and accounts receivable services for the City's Ambulance and Emergency Medical Services (EMS). The successful contractor will furnish an all- inclusive system that includes equipment, products, materials, supervision and labor required to provide a comprehensive, automated medical billing and accounts receivable system.

Acknowledged and understood. EMERGICON's sole business is to provide EMS billing and collection services. Our all-inclusive system includes equipment, products, materials, supervision and labor required to provide a comprehensive, automated medical billing and accounts receivable system.

All proposals must provide a statement that the firm complies with all applicable Federal, State, and local laws and regulations as they apply to the services being provided, including maintaining confidentiality for all medical and patient information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economicand Clinical Health Act (HITECH) of 2009, and the HIPAA Omnibus Rule of 2013. Awarded vendor will be expected to provide an Associate Business Agreement.

EMERGICON complies with all applicable Federal, State, and local laws and regulations as they apply to the services being provided, including maintaining confidentiality for all medical and patient information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and the HIPAA Omnibus Rule of 2013. Upon contract award, we will provide an Associate Business Agreement as part of our service contract.

All proposals must include specifics on the Firm's ability to provide billing services under laws and regulations specific to Texas. Address these specifics in Qualifications and experience (Tab A),Methodology (Tab C), and References (Tab E).

All our billing services comply with the laws and regulations specific to Texas. As Dallas-based experts in Texas EMS billing and collections, we speak Texan. We serve only Texas EMS providers. By specializing in Texas, we ensure full familiarity with the intricacies of requirements within Texas. We draw on this expertise to avoid improperly filed claims and optimize our clients' reimbursements and collections.

Proposals should specify all required hardware, peripherals, software installation, testing, training, annual program updates, maintenance fees, secure data transfer protocols, and any other services and related costs associated with the following scope of work.

No hardware, peripherals, software installation, testing, annual program updates, or maintenance fees are required.

For information regarding our training, please refer to page 43.

Regarding our secure data transfer protocols, please note that, in order to ensure data security, EMERGICON requires that all patient information be sent using an encrypted form of communication. This includes the following protocols, though other encrypted protocols are also acceptable:

- HTTPS
- S/FTP
- SSH
- TLS 1.1+

We will provide additional details about our secure data transfer protocols upon request.

Services shall include, but are not limited to:

Medical Billing and Related Services

The successful contractor shall provide options for electronic delivery of Patient Care Reports from theESO collection system to the contractor's billing system. Such options may include, but are not limitedto, a text file with associated layout format requirement, Adobe PDF Patient Care Reports, billing contractor login to the ESO ePCR system to process data from there, etc. The City shall not utilize "hardcopy" means of delivery to the billing contractor. Further the contractor shall:

- *Receive electronic patient care reports from the City;*

As the incumbent service provider, EMERGICON imports ePCR data via a NEMSIS extract from the City on ESO's hosted software. ESO Billing Software timestamps any record and then imports the claim. We ensure the dates are verified and compare the claim to any available patient log for the day.

Run sheet (ePCR) data is imported from the City's National EMS Information System (NEMSIS) extract into EMERGICON's ambulance billing software, ESO Solutions. This software is based on GAAP financial principles, is HIPAA-compliant, and integrates with virtually all ePCR systems. Our billing software maintains data on all insurance carriers, previous claims, and patient information in case they need transport in more than one instance. Our Match Patient technology provides a smoother billing process as it allows research to be reused for repeat patients, including those who may be part of a local prison, facility, or other private location within the City's territory.

- *Verify, gather, and/or correct missing or incorrect patient or insurance information as required tocomplete the billing process;*

EMERGICON uses several tools to ensure that we have correct and current insurance information for each patient, and we work with local hospitals to identify patients who are transported as John or Jane Doe. A common mistake by EMS billing agencies is to rely on the patient to provide insurance information, but this is problematic for a number of reasons. By reviewing the insurance information for accuracy, we can better reduce the risk of human error during a time of crisis.

EMERGICON's billing system maintains data on all payers, regardless of whether they are primary, secondary, or tertiary. We have approximately 2,400 payers in our system. EMERGICON interfaces with many payers electronically including Medicare, Medicaid, Aetna, Blue Cross and UnitedHealthCare. Further, we utilize two different skip tracing programs to capture current data on each patient transported.

Our billing process is a team approach consisting of two pre-billers who perform payer research, a commercial billing specialist, and a governmental billing specialist. This team approach leverages specific knowledge while allowing for shared accountability.

The billing process begins with the prebilling staff performing payer research to address any incomplete information on the patient's payer status. As described above, EMERGICON does not rely on automated payer-matching databases for payer research as those databases frequently miss the correct payer (e.g., identifying dental insurance as a payer rather than a health plan). Our billing software maintains data on all insurance carriers, previous claims, and patient information in case they need transport in more than one instance. Our Match Patient technology provides a smoother billing process as it allows research to be reused for repeat patients, including those who may be part of a local prison, facility, or other private location within the City's territory.

The difference between good billing and great billing, assuming everything else is equal, is consistent follow-up. EMERGICON never accepts a denial or partial payment without reaching out to the payer for clarification. Whereas many of our competitors attempt to automate this process for cost savings, we ensure that a staff member pursues resolution and refiles the claim as needed to maximize the reimbursement amount.

- *Prepare and submit accurate and complete invoices and all insurance forms and filings to all governmental, commercial and private insurance carriers;*

Billing and Collection Procedure

EMERGICON electronically submits claims to all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays.

EMERGICON's five-step approach to billing claims focuses on accuracy the first time the bill is sent with targeted follow-up. Accuracy is a key component of great billing, from documentation in the field, to capturing the correct Medicare number, to coding and billing. Based on our experience and ongoing analysis, we believe we have the best billing process that focuses on maximizing collections. We bill all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays.

Step One: The EMERGICON billing process begins the day after the transports occur. Runs (transports) are imported by EMERGICON personnel from the City's ePCR system. ESO Billing Software timestamps any record and then imports the claim. We ensure the dates are verified and compare the claim to any available patient log for the day.

Step Two: We request face sheets, payer information, demographics, and any other missing data from the receiving facility by fax, phone, or mail. If information is not received within 24 hours, an EMERGICON staff member calls the facility. If information is still not received within 48 hours, the request is re-sent, and the staff member calls the facility again.

Step Three: Each claim is reviewed, coded, and billed electronically through the MD Online clearinghouse. Medicaid claims are billed electronically through their designated site to reduce denials and expedite payment.

Step Four: EMERGICON conducts follow-up and claim analysis as follows:

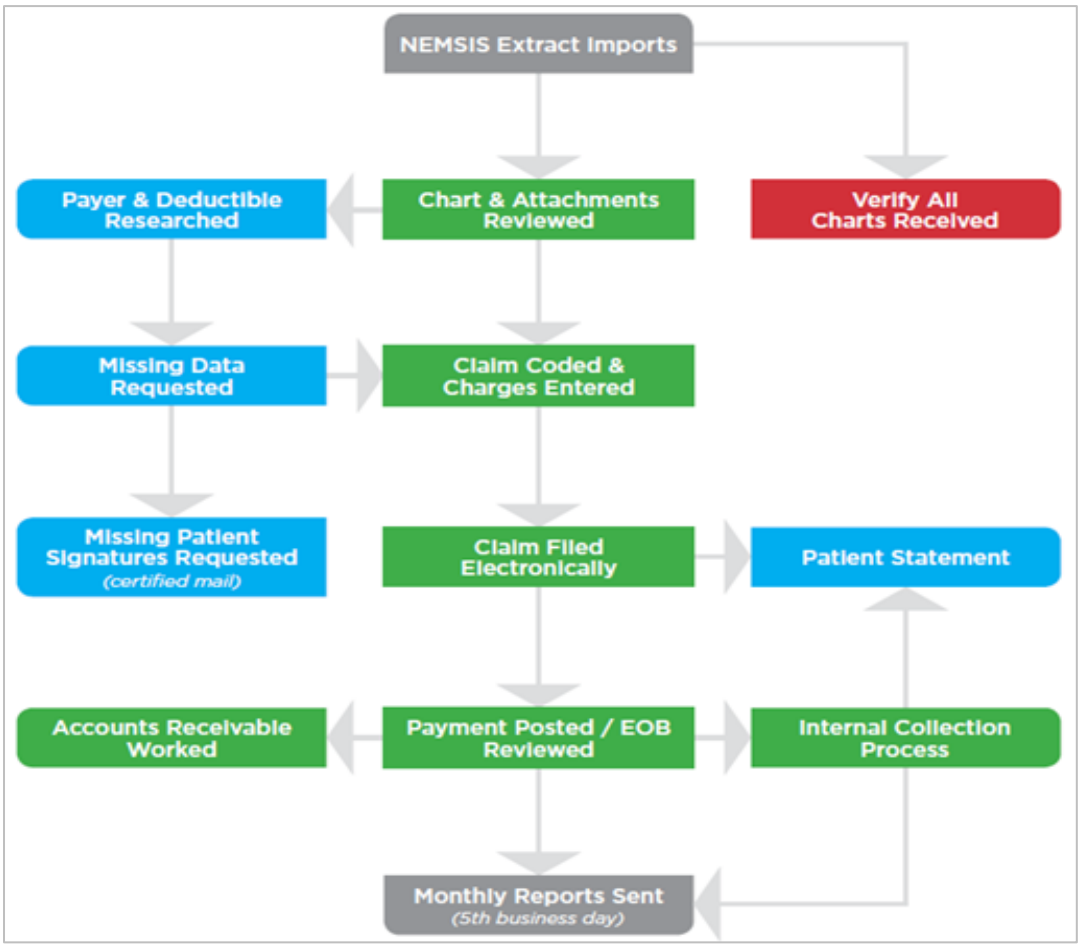
- *Medicare:* Medicare claims may pay by electronic remittance in as little as 14 days. On the 15th day, we review and verify the status of any unpaid Medicare claim. We call Medicare to obtain the status of the claim. Then, we appeal or refile the claim as needed. Finally, we issue a Medicare co-pay statement for the 20% patient responsibility.
- *Medicaid:* Medicaid claims are filed electronically and paid within ten working days. Claim status is accessible online and can be appealed immediately online.
- *Private Insurance:* The payment of private insurance claims typically takes 35–45 days. If 40 days pass without payment, our staff will reach out to a live agent to discuss the status of the claim. EMERGICON staff draw on years of experience communicating with private insurance carriers to decrease delays in payment and improve cash flow.
- *Self-Pay:* Private pay patients are sent a Private Pay statement requesting insurance information within five days of the date of transport and notifying them of the balance due. If a statement is returned to our office due to a bad address, we use skip tracing tools and verify the patient's best address through USPS.

Step Five: We carefully review claim payments, explanations of benefits, remittance advice, denials, low pays, and no pays. Medicare and Medicaid claims are reviewed and expected to pay from the approved federal and state schedules. As payments are posted, the contractual allowance is posted for Medicare and Medicaid accounts. Patients will have received an Explanation of Benefits and should have a better understanding of their obligation for payment.

While other billing companies may allow contractual allowances for commercial insurers, we identify these low pays and appeal each one with the commercial insurer. This results in rectification by the commercial insurer, which reduces the patient's financial burden.

All denied claims are routed to EMERGICON's Director of Quality Assurance/Quality Improvement. The Director reviews each denial and seeks rectification. We also use each denial as a learning experience to continually improve our processes.

The following diagram illustrates EMERGICON's claims billing process and workflow.



EMERGICON works to bill all claims the next day. We run proprietary audits to ensure claims are not "stuck" and are flowing through the systems seamlessly. Additionally, EMERGICON staff reconcile all incidents in the ePCR software to the claims billed for the month as part of the reconciliation and monthly close process. If a patient has a high deductible, we may hold the claim for up to 30 days to allow other possible claims to hit their insurance and potentially lower the amount a patient owes to the EMS provider.

- *Prepare and mail invoices to patients or other third-party payer who is responsible for co-paysand/or deductibles, private pay and uninsured patients;*

As described under Step 5 above, private pay patients are sent a Private Pay statement requesting insurance information within five days of the date of transport and notifying them of the balance due. If a statement is returned to our office due to a bad address, we use skip tracing tools and verify the patient's best address through USPS.

- *Include the following information on all invoices for services rendered:*
  - *Account number*
  - *Invoice number*
  - *Invoice date*
  - *Name of patient*
  - *Name of responsible party (if different from patient)*
  - *Complete address*
  - *Date of transport*
  - *Cost of transport including cost breakdown (flat fee and mileage)*
  - *Incident number*
  - *Transport mileage from and to*
  - *Insurance coverage and instructions (if applicable)*
  - *Contractor's billing inquiry number*

EMERGICON's invoices will include all the requested information.

- *Provide electronic claims processing as required for Medicare and Medicaid;*

As described above, EMERGICON electronically submits claims to all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays. Please refer to "**Billing and Collection Procedure**" on page 18 for details.

- *Maintain all records and patient information in a safe and secure manner that will allow inspection and audit by the City of College Station or its authorized agents;*

EMERGICON will maintain records and patient information in a safe and secure manner that complies with applicable regulations and meets the City's expectations. We will allow inspection and audit by the City or its authorized agents as needed.

In addition, EMERGICON is a Platinum partner with ESO Solutions, a NEMSIS-compliant software that allows clients to chart and view claims 24/7. Clients may export reports to Excel, print reports, and show the billing status on claims. All actions within ESO are tracked and auditable, and the City may access the audit trail, notes, and other information if desired. ESO training is available to each client upon request.

- *Include the firm's policies and procedures for system backup and recovery;*

Business Continuity / Disaster Recovery Plan

EMERGICON's Business Continuity/Disaster Recovery (BC/DR) program promotes high reliability and redundancy of all systems. EMERGICON's data is constantly being replicated to a

disaster recovery center. We test disaster recovery capabilities every six months and have had no failures.

KirkPatrick Price, an external audit firm, has performed a SOC1 audit for us, which has included our BC/DR plan.

AUDITED

Certificate of Audit

An Independent Service Auditor's Report has been issued to

Emergicon, LLC

after completing a SOC I Type I Audit as of

February 28, 2021.

KirkpatrickPrice
Innovation. Integrity. Delivered.

Joseph Kirkpatrick, President
CPA, CISSP, CSA, CGEIT, CRISC, and QSA

EMERGICON utilizes several modes of redundancy to ensure continuity of business data and disaster recovery as described below.

Various services for EMERGICON are spread over several services, and/or servers, with some redundancy. For instance, the Active Directory, DNS, and DHCP servers are duplicated by another server in case one goes down. We have multiple internet circuits to provide robust redundancy in the event one fails.

Our production servers are all located in a secured, monitored, and climate-controlled room. Additionally, they all have redundant power supplies, network interface cards, and redundant array of independent disks (RAID), typically configured with RAID 10. We have multiple APC UPSs that can provide backup power to afford an opportunity for an orderly shutdown of hardware devices in the event of an extended power outage.

In the event of server failure or destruction, the plan would be to repair the server or replace it with an onsite spare Dell server. If replacement is required, the following steps will be taken to rapidly return to operations:

- Install the requisite ESXi Host software
- Perform bare metal restores from the local Appassure backup server. The Recovery Point Objective, RPO, for this type of recovery would be on the order of 30 minutes to 8

hours based on the priority of the server and the date/time the event occurred. The Recovery Time Objective, RTO, would be between 1 and 8 hours depending on the severity of the event.

In the event of complete unavailability of IT resources, the following steps will be taken to rapidly return to operations:

- Expedited procurement of Dell PCs using Dell Smart Source and/or obtain rental hardware. (Servers, Workstations, Phones, Printers, Fax Machines)
- If required, coordinate with our Regus Office Center representative to obtain suitable office space.
- Contact One Ring and have phones forwarded to cell phones and/or procured office space. One Ring can also activate a PBX Virtual Server in the cloud and forward phones to whatever destinations we desire (e.g., land lines, cell phones).
- Declare a disaster with Accelerite. This will initiate actions to activate our servers in Accelerite's rCloud environment and make them available from the procured office space.
- Create a site-to-site VPN Connection between secured office space and our servers in Accelerite's rCloud.
- Set up PCs and servers in the Dallas office.
- Configure and restore the phone server.
- Begin operations.

- *Mail a citizen survey form, at the City's request, with a return, self-addressed and postage paid envelope (provided by the City) with original invoices. Surveys will be no more than one page and will not exceed 8.5 x 11 inches.*

EMERGICON will mail citizen survey forms at the City's request.

- *Make available Customer Service Representatives to assist patients and/or third-party payees in all billing inquiries;*

EMERGICON's Customer Service Representatives are available from 8:00 a.m. to 5:00 p.m. CDT to assist patients. Patients are offered multiple options to contact EMERGICON. We provide two convenient phone numbers (877-602-2060 and 972-602-2060) as well as an e-mail address (billing@EMERGICON.com) for patients.

Accounts Receivable

All patient account payments (checks, cash, money orders, credit cards) are to be payable to City of College Station and will be deposited electronically in the City's depository account without withholding any contractor fees, expenses, or commissions.

EMERGICON will deposit all patient account payments (checks, cash, money orders, credit cards) electronically in the City's depository account without withholding any contractor fees, expenses, or commissions.

Further the contractor shall:

- *Receive payments made payable to the City of College Station directly from the patient or other responsible party and governmental, commercial and/or private insurance companies;*

Yes, as the incumbent vendor, we will continue to receive payments made payable to the City of College Station.

The difference between good billing and great billing, assuming everything else is equal, is consistent follow-up. EMERGICON never accepts a denial or partial payment without reaching out to the payer for clarification. Whereas many of our competitors attempt to automate this process for cost savings, we ensure that a staff member pursues resolution and refiles the claim as needed to maximize the reimbursement amount.

Each claim is reviewed, coded, and billed electronically through the MD Online clearinghouse. Medicaid claims are billed electronically through their designated site to reduce denials and expedite payment.

We carefully review claim payments, explanations of benefits, remittance advice, denials, low pays, and no pays. Medicare and Medicaid claims are reviewed and expected to pay from the approved federal and state schedules. As payments are posted, the contractual allowance is posted for Medicare and Medicaid accounts. Patients will have received an Explanation of Benefits and should have a better understanding of their obligation for payment.

While other billing companies may allow contractual allowances for commercial insurers, we identify these low pays and appeal each one with the commercial insurer. This results in rectification by the commercial insurer, which reduces the patient's financial burden.

All denied claims are routed to EMERGICON's Director of Quality Assurance/Quality Improvement. The Director reviews each denial and seeks rectification. We also use each denial as a learning experience to continually improve our processes.

- *List acceptable payment methods on the invoice and include the following options. Proposals must list the payment methods proposed:*
  - *Mail in payment made payable to the City of College Station with coupon (contractors' lockbox);*
  - *Pay online, using the contractor's website;*
  - *Call a toll-free number and provide payment information to a contractor clerk;*

All acceptable payment methods, including all of those listed above, will be listed on the invoice. EMERGICON willingly accepts checks by phone, debit, and credit card payment from patients to facilitate prompt payment. Lastly, EMERGICON will gladly work with any walk-in payment locations of the City's choosing and offers an online payment portal through www.Emergicon.com.

- *Post payments, adjustments, refunds/credits and re-submission of insurance provider claims to each patient account. The contractor will be required to correct/update all patient information while posting these transactions;*

EMERGICON utilizes a systematic and dedicated FTE to follow up on outstanding claims. As the incumbent vendor, EMERGICON performs all these activities.

- *Document and refund overpayments;*

EMERGICON documents overpayments for all payers. In the case of commercial payer, overpaid funds are applied to other outstanding claims. In the case of private payers, overpayments are refunded as necessary.

- *Perform pre-collection services on unpaid accounts. Contractor shall follow-up with patient or patient's third party for collection of the receivable for a period of six (6) months after payments cease by the 10th of the seventh month. Example: If service is rendered on January 1, the collection period begins on February 1 and by August 10 the receivable is turned over to a collection agency. Contractor will be allowed to retain any account as long as payments are being made pursuant to an agreed upon schedule.*

We will adjust our pre-collection services to reflect the City's desired schedule. Typically, invoices are remitted every 30 days to patients with open account balances. Time-pay patients continue to receive statements until their account balance is resolved. Private pay patients receive statements until the account is written off or sent to collections. Additionally, we target "frequent flyer accounts" for telephone follow-up to attempt to establish payment plans or payment by credit card.

Typically, patient balances are not recommended for write-off less than six months from the date of service. Recommending an account for write-off requires that there has been no successful contact with the patient for 180 days, or whatever schedule the City prefers.

- *All work performed under this contract shall be of the highest professional standards and shall in every respect meet or exceed standard industry practice and comply with the Fair Debt Collection Practices Act. No harassing or "strong-arm" collection tactics shall be employed.*

Our staff is trained to provide the utmost service and support, including bilingual services. They draw on years of customer service skills to listen to patients and understand their needs and payment capabilities. All work performed by EMERGICON shall be of the highest professional standards and in full compliance with the Fair Debt Collection Practices Act.

We fully understand that times may arise where a patient does not agree with the billed amount. EMERGICON strives to verify all information regarding the dispute or hardship and then requests that you make the final determination. As your partner in billing, we want to ensure that you are comfortable with all bill disputes and hardship requests.

We take a soft collection approach with the understanding that a patient utilizing ambulance services has just experienced major trauma. We are sensitive to their needs as we engage in collection efforts that comply with every aspect of the City's policies. Our team of trained collection agents will reach out to the patient and try to reach a mutually beneficial payment resolution. Typically, our team focuses on patients who have a large balance or may need to pay out of pocket for their transport.

Delinquent Account Collections

The City is interested in obtaining proposals that include delinquent account collections not collected during the initial billing process as outlined in this RFP. Please describe the collection process and otheralternatives the firm recommends for debt collection on delinquent accounts. Please submit expenses for these services separately from other services outlined in this RFP.

In addition to providing Billing Services, EMERGICON will act as an agent of the City of College Station to perform collection services for individuals with existing patient balances. EMERGICON is a member of American Collectors Association International, and we are a bonded collection agency (#5245495) in the State of Texas.

EMERGICON firmly believes that the patients transported are the City of College Station's patients and EMERGICON is an agent to the city. This means that we follow the city's ordinances in every respect of collections. Further, it means that our staff are trained to recognize that the City demands the utmost respect when dealing with their residents and patients.

As part of our ongoing training at EMERGICON, we routinely audit and listen to recorded calls between our staff and patients. From this audit process, we are able to provide feedback to our staff on their professionalism and accuracy. These recorded calls are available at any time to our clients.

Contacting patients is difficult and costly. EMERGICON utilizes standard tools like skip tracing to track down patients with balances. EMERGICON offers as many payment options as possible including credit card, check by phone, and online payment portal. EMERGICON takes a soft collection approach with the understanding that a patient utilizing ambulance services may have many medical issues or even death in the family. That said, the City of College Station has direct costs associated with providing ambulance service and is due the monies owed.

Invoices are remitted every 30 days to patients with open account balances. Time-pay patients continue to receive statements until their account balance is resolved. Private pay patients receive statements until the account is written off or sent to collections (per City guidance). Additionally, we target frequent flyer accounts for telephone follow-up to attempt to establish payments plans or payment by credit card.

EMERGICON agrees that expenses for collection services will be billed separately from other services outlined in this RFP.

Reporting

The successful contractor shall provide all standard reports available through their system via aninternet-based reporting system. These reports shall include, but are not limited to the following:

- *Distribution of Charges and Collections -This report will track the charges, payments and insurance class mix of all patients for a given month. (Provide sample of this report)*
- *Aged Receivable Report -This report will have outstanding invoices sorted by date for current, thirty, sixty, ninety and over ninety days. This report will provide totals for these categories. (Provide sample of this report)*
- *Patient Alpha Listing -This report lists all invoices alphabetically by patient name. (Provide sample of this report)*
- *Monthly Payment Listing -This report lists payments, bad checks, required charge offs, and refunds posted to each patient's account. (Provide sample of this report)*
- *Overpayment Reports -This report lists all patients due refunds as a result of overpayment of account. (Provide sample of SSAE 18 report with the application and an updated one every year).*

Proposals should list all standard reports available and any custom reporting expenses must be disclosed.

EMERGICON provides complete transparency and full recordkeeping for all services performed, including invoicing, statements, and dunning letter processing, as well as EMS fee collections and remittance. We maintain documentation of all services performed, billing phone calls, and all financial data. We provide clients with 24/7 access to real-time data through our web reports portal.

The City will receive login credentials and be able to access reports whenever and wherever desired. Authorized City representatives may use this system to view current runs for a set time period.

EMERGICON provides monthly close reports that are available by the 5th business day of the month. Monthly collections reports are available by the 15th calendar day each month. These monthly reports comprise the following:

- Balance Summary
- Executive Summary
- Monthly Charge Report
- Monthly Credit Report
- Monthly Credit Detail
- Aged Accounts Receivable
- Payor Activity Summary
- Invoice Summary

We also provide annual reports identifying trends over a 12-month timeframe, based on either the calendar year or the City's fiscal year timeframe, as well as reports typically used for auditing purposes. As an extra layer of accountability and review, EMERGICON's Client Success Team prepares Executive and Management Summaries, which are reviewed and approved by EMERGICON's leadership team before they are submitted to the client. In these reports, EMERGICON's leadership team reviews all aspects of collections performance and accounts receivable to provide guidance as needed.

We typically provide reports as .pdf files to ensure the content remains static, giving clients peace of mind that the data has remained unedited. We will provide reports in additional formats (e.g., .xls, .xlsx, .ppt, .csv) upon request at no additional charge.

Appendix A presents sample reports, all of which are delivered monthly. We are also presenting a sample of our Executive and Management Summary. Please note that customizable reports will be made available upon request at no additional charge.

Responding to Requests for Medical Records

- *The Contractor will handle all aspects of the City's EMS account management including responding to all requests for medical records.*

Acknowledged and understood. EMERGICON will handle all aspects of the City's EMS account management, including responding to all requests for medical records.

When an attorney requests records, we direct them to use ChartSwap, a software platform for business-to-business Health Information Exchange, which connects medical records requestors and providers securely online.

When a private citizen requests records, we verify that individual's HIPAA authorizations and then process the request accordingly if he or she is legally entitled to have access to the requested information. We can share that information via certified mail.

- *The Contractor will ensure before any medical records are disclosed to any person, the request is reviewed for legal compliance and depending on the type of request, it has a proper a subpoena signed by a judge, an executed authorization, court order signed by a judge or satisfactory assurances according to HIPAA and TMRA.*

Acknowledged and understood. We will continue doing this as your incumbent provider.

Ambulance Service Supplemental Payment Program

The Contractor and will work with the City to analyze and report costs that will allow City to realize revenue related to the Ambulance Supplemental Payment Program as administered by Texas Health and Human Services Commission (HHSC). The Contractor's services will include:

- *Providing support to the City to prepare and submit application requests on behalf of the City to secure eligibility to participate in the Ambulance Supplemental Payment Program.*
- *Conducting webinar trainings and providing helpdesk support including full email and phone support to assist the City in preparation of cost reports.*
- *Conducting comprehensive analysis of the billing reports ensuring that key data elements such as dates of service, procedure codes. charges and payments related to Medicaid Fee-for-service, Medicaid Managed Care, and Uninsured are screened and accurately accounted for in the cost report.*
- *Preparing annual cost reports on behalf of the City utilizing web- based application in order to allow the City to realize incremental revenue under the Ambulance Supplemental*

Payment Program.

- *Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.*
- *Drafting responses, providing supporting documentation to conduct comprehensive billing reconciliations as required during HHSC desk review processes.*
  - *Working with the City to present updates and status reports to community stakeholders, as necessary, to help educate and inform them on the progress of this initiative.*
  - *Acting as a liaison between HHSC and the City to address any questions and keep the clients informed on changes in state and federal regulations.*
  - *The Contractor will work closely with the City throughout the cost reporting implementation process and will require regular contact with the City' s operational and financial staff*

In consideration of the Texas Ambulance Service Supplemental Payment Program (TASSPP) services performed by the Contractor, the City will pay Contractor a percentage fee of the total revenue collectedby the City. All revenue due to the City from the Ambulance Supplemental Payment Program shall be paid in full directly from the State of Texas.

The TASSPP is a federally approved supplemental payment program designed to close the gap between the true cost of providing direct EMS to Charity Care patients and current reimbursement levels. A significant shortfall exists between what it costs Texas agencies to provide EMS to charity care patients and the reimbursement payments that are paid, if any. The TASSPP is meant to reimburse for a portion of these uncompensated care costs.

Charity Care is defined as “Free or discounted medical care provided to patients who are unable to pay for all or part of medical costs due to limited income or financial hardship.” Providers specifically need a Charity Care policy in order to participate in the TASSPP, not just a financial hardship policy for all patient types.

EMERGICON is able to provide the relevant transport data necessary to apply for TASSPP grant funds, based on your department’s Charity Care Policy, but we do not process TASSPP applications in house. We partner with other organizations who submit TASSPP applications on behalf of your department by delivering the necessary data for the application.

Our preferred partner of choice PCG, but we have experience working with other TASSPP intermediaries.

The College Station Fire Department is also interested in streamlining the billing process for these additional services:

Repeat False Alarm Billing

The City is interested in obtaining proposals that include billing for repeat false alarms. Please describe the collection process and other alternatives the firm recommends for billing false alarms. Please submit expenses for these billing services separately from other services outlined in this RFP.

EMERGIFIRE, a sister company of EMERGICON, offers Fire Recovery Billing services to Texas providers of firefighting, fire suppression, and rescue services. Fire Recovery Billing by EMERGIFIRE recovers the costs associated with motor vehicle accident extrication and

hazardous material incident cleanup, as well as structure and industrial fire suppression as described on the following pages.

Eligible fire department billings include the following:

- Motor vehicle incidents
- Structure fire
- Vehicle fire
- Equipment fires
- Hazardous material incidents
- Industrial/commercial incidents
- Building inspections

EMERGIFIRE

Fire Recovery Billing

EMERGIFIRE, a sister company of EMERGICON, offers Fire Recovery Billing services to Texas providers of firefighting, fire suppression, and rescue services. Fire Recovery Billing by EMERGIFIRE recovers the costs associated with motor vehicle accident extrication and hazardous material incident cleanup, as well as structure and industrial fire suppression.

EMERGIFIRE
fire response billing

OPEN UP A WHOLE NEW REVENUE STREAM

With fire departments nationwide facing increasing costs and decreasing revenues, it's more important than ever to pursue every service charge recovery avenue available.

EMERGIFIRE helps fire departments across Texas shift more cost burdens away from taxpayers by aggressively pursuing insurance reimbursements for services rendered for commercial and industrial-related incidents.

833-BILLFIRE

DID YOU KNOW?

Insurance carriers have long included fire department service charge recovery clauses in their policies to help pay for costs related to fire incident and first response. Unfortunately, many departments do not have the processes and personnel in place to identify and pursue reimbursement claims for commercial and industrial-related incidents. Thus, they lose out on getting paid, and the financial health of their department suffers.

THAT'S WHERE EMERGIFIRE FITS IN.

With a team boasting over 12 years of experience working in emergency services claims recovery, EMERGIFIRE provides the guidance and expertise you need take advantage of this readily available revenue stream.

INSPECTIONS & PERMIT BILLING.

You inspect; we take care of everything else.

WHAT COSTS CAN BE RECOVERED.

Billable fire incident costs include personnel, equipment, and debris removal related to the following:

- Motor Vehicle Incidents
- Structure Fires
- Vehicle Fires
- Equipment Fires
- Hazardous Material Incidents
- Industrial/Commercial Incidents

EMERGICON
emergency medical billing

Connect

At absolutely zero upfront cost to your department, EMERGIFIRE seamlessly integrates with your existing reporting system to identify and pursue insurance billing opportunities.

Claim

Our fire incident and first response billing team handles all paperwork, filing claims with the insurance company of each incident's responsible party on your behalf.

Collect

Revenue collected from successful claims is forwarded to your department within two to four weeks. Our fee is deducted from all reimbursements received.

"After years of working with Emergicon for EMS billing services, we were happy to partner with EmergiFire for incident response billing to further reduce the burden on our tax paying residents."

Chief Ken Swindle
Krum, Texas Fire Department

"As a rural department, I'll be the first to admit I was not familiar with what all a fire service cost recovery could do for our department. After a recent chemical plant explosion in town, EmergiFire made a believer out of me. They really helped recover costs to our budget that we would have otherwise had to absorb and do more with even less.' Thank you EmergiFire!"

Deputy Chief Ryan Dunn
Mineral Wells, Texas Fire Department

EMERGICON
emergency medical billing

EMERGIFIRE is happy to process claims on repeat false alarms, both residential and non-residential, following the direction of your City's ordinance. If your City does not have a repeat fire alarm ordinance and rates in place, we can provide you with a sample (such as the one shown on the following pages), which includes the range of services EMERGIFIRE can bill for.

Each city maintains repeat false alarm data and reports claims to be billed to EMERGIFIRE at the appropriate time, per your ordinance. Bills are sent to the resident and followed up on three times. If no payment is received after the third attempt, EMERGIFIRE will notify the city and seek guidance on further actions to take. A 15% commission is charged on all false alarm billing claims processed by EMERGIFIRE.

EMERGICON agrees that expenses for such services will be billed separately from other services outlined in this RFP.

ORDINANCE NO: _____

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE CITY OF OR TOWN OF OR VILLAGE OF OR FPD (NAME).

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the XXX desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE XXX:

SECTION 1: The XXX shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5: This Ordinance shall be effective immediately upon its passage and adoption as permitted by law.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

Passed: _____ _____
Signature

Approved _____ _____
Signature

VOTE ON PASSAGE: ____ Yea ____ Nay ____ Abstain

Attest: _____
Clerk

I, _____ Secretary to the Council, do hereby certify that the foregoing Ordinance No. _____ was duly published in the _____, a newspaper of general circulation in the City or Town on the ____ day of _____, 2___; and I further certify the compliance with the Codified Ordinances and the laws of the State of Name, pertaining to Public Meetings.

_____
Clerk

EXHIBIT A

MITIGATION RATES

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - $506.00
Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - $576.00
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - $704.00
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - $1,520.00
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - $465.00
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

HAZMAT

Level 1 - $816.00
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - $2,913.00
Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – $6,875.00
Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ $336.00 per HAZMAT team**.

ADDITIONAL TIME ON-SCENE (for all levels of service)
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

FIRE INVESTIGATION
Fire Investigation Team - $321.00 per hour.
Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES
Assignment - $466.00 per hour, per engine / $582.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES
Assignment - $466.00 per hour, per engine / $582.00 per hour, per truck
When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1
Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at $466 plus $58 per hour, per rescue person.

Level 2
Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at $932 plus $58 per hour, per rescue person.

Level 3
Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at $2,334 plus $58 per hour per rescue person, plus $117 per hour per HAZMAT team member.

Level 4
Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE
Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed $466 for the first response vehicle plus $58 per rescue person. Additional rates of $466 per hour per response vehicle and $58 per hour per rescue person.

CHIEF RESPONSE
This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at $290 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

GAS LEAKS (Natural)

LEVEL 1
(Natural Gas Leak Outside Without Fire)

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non-intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment -$466.00 per hour, per engine / $582.00 per hour, per truck

LEVEL 2
(Natural Gas Leak Outside with Fire)

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment- $748 per hour, per engine / $58 per hour, per rescue person.

LEVEL 3
(Natural Gas Leak inside Structure)

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment- $932 per hour, per engine / $58 per hour, per rescue person.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) ***Fire Marshal Inspections.***
   1) Certificate of Occupancy - $60.00.
   2) Temporary Certificate of Occupancy - $60.00.
   3) After Hours Inspections (after 5:00 p.m. or on weekend)
      i. $150.00 per hour for first two hours.
      ii. $50.00 per hour for each additional hour beyond the first two hours.

b) ***Fire Protection Systems.***
   1) 1-10 devices - $75.00.
   2) 11-25 devices - $100.00.
   3) 26-100 devices - $200.00.
   4) 101-200 devices - $275.00.
   5) 201-500 devices - $500.00.
   6) Per device for each device over 500 - $1.00.

c) ***Fire Sprinkler Systems.***
   1) Underground- $150.00.
   2) Aboveground, 1-19 heads - $75.00
   3) Aboveground 20-100 heads - $100.00.
   4) Aboveground, 101-300 heads - $200.00.
   5) Aboveground 301-1,000 heads - $400.00.
   6) Per head/or each over 1,000 heads - $1.00.
   7) Fire Pump, additional - $150.00.

d) ***Access Control.***
   1) 1-10 Doors - $75.00.
   2) 11-25 Doors - $100.00
   3) 26-100 Doors - $200.00.
   4) 101-200 Doors - $275.00
   5) 201-500 Doors - $500.00.
   6) Per device for each device over 500 - $1.00.

e) ***Fire Alarm System Permits.***
   1) Residential Permit Fee - $50.00 annually.
      i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.
   2) Non-Residential Permit Fee - $100.00 annually.

f) ***False Alarm Billing Fee (Residential).***
   1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

   2) The fee for the fourth (4th) and fifth (5t 11) false alarm calls within a twelve (12) month period is $75.00 per call.

   3) The fee for the sixth (6th) and seventh (i h) false alarm calls within a twelve (12) month period is $250.00 per call.

   4) The fee for the eight (81h) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is $500.00 per call.

g) False Alarm Fee (Non-Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (41h) and fifth (5 th) false alarm calls within a twelve (12) month period is $150.00 per call.

3) The fee for the sixth (6th) and seventh (i h) false alarm calls within a twelve (12) month period is $500.00 per call.

4) The fee for the eighth (8t11) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is $1,000.00 per call.

h) Fire Marshal Annual Inspection Fee.

1) 1 - 1,500sq.ft. -$50.00 annually.
2) 1,501 - 3,000 sq. ft. - $55.00 annually.
3) 3,001 - 5,000 sq. ft. - $60.00 annually.
4) 5,001 - 10,000 sq. ft. - $65.00 annually.
5) 10,001 - 25,000 sq. ft. - $70.00 annually.
6) 25,001 - 50,000 sq. ft. - $75.00 annually.
7) 50,001 - 75,000 sq. ft. - $80.00 annually.
8) 75,001 - 100,000 sq. Ft. - $100.00 annually.
9) 100,001 - 200,000 sq. ft. - $120.00 annually.
10) 200,001 sq. ft. and greater - $280.00 annually.

i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).

1) Powders and Solids
   i. 1,000 lbs. and less - $25 .00
   ii. 1,001 - 2,000 lbs. - $37.50.
   iii. 2,001 - 5,000 lbs. - $70.00.
   iv. 5,001 lbs. and over - $137.50.
2) Liquids and Gels.
   i. 25 gallons or less - $25.00.
   ii. 26 -100 gallons - $37.50.
   iii. 101- 1,000 gallons - $70.00.
   iv. 1,001 gallons or more - $137.50.

j) *Plan Review Fees.*

1) Plan Review - $60.00.
2) Fire Alarm System - $70.00.
3) Fire Sprinkler System - $150.00.
4) Emergency Lighting- $37.50.
5) Special Lighting - $30.00.
6) Liquid storage tanks, hazardous materials - $70.00.

k) Reinspection Fee - $60.00.

l) Special Permits.

1) Blasting operation - $65.00 per day.
2) Pyrotechnic display - $65.00 per day.
3) Tent permit.
   i. 1 - 30 days - $30.00.
   ii. Each additional 30 days or portion thereof- $30.00.

m) *Underground Storage Tanks Installation*. The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.

1) 0 - 1,000 gallons - $50.00.
2) More than 1,000 gallons - $100.00.

n) LPG Tank Installation or Removal - $50.00.

o) Special Event Fees.

1) Fire marshal permit.

i. $125.00 for first day.
ii. $75.00 per each additional day thereafter.

2) Fire marshal on premises - $65.00 per hour.
3) Standby fire personnel, no apparatus - $65 .00 per hour (each, three hour minimum).
4) Standby ambulance, with personnel - $130.00 per hour (three hour minimum).
5) Standby engine or truck, with personnel - $195.00 per hour (three hour minimum).

p) State Mandated Inspections.

1) Hospitals - $100.00
2) Nursing and long-term care homes - $75.00.
3) Daycare/Mother's Day out- $50.00.
4) Foster home or adoptive home - $10.00.
5) Home inspection (insurance) - $50.00."

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

Repeat Inspection Billing

The City is interested in obtaining proposals that include billing for multiple inspections. Please describe the collection process and other alternatives the firm recommends for billing when the fire marshal's office determines a third inspection is warranted. Please submit expenses for these billing services separately from other services outlined in this RFP.

Our sister company, EMERGIFIRE, provides Repeat Inspection Billing services. EMERGIFIRE is happy to process claims on repeat inspections, following the direction of your city's ordinance. If your city does not have a repeat inspection ordinance and rates in place, we can provide you with a sample (such as the one shown on the previous pages), which includes the range of services EMERGIFIRE can bill for.

Each city maintains repeat inspection data and reports claims to be billed to EMERGIFIRE at the appropriate time, per your ordinance. Bills are sent to the occupants and followed up on three times. If no payment is received after the third attempt, EMERGIFIRE will notify the city and seek guidance on further actions to take. A 15% commission is charged on all repeat inspection claims processed by EMERGIFIRE.

EMERGICON agrees that expenses for such services will be billed separately from other services outlined in this RFP.

HazMat Billing

The City is interested in obtaining proposals that include billing for HazMat mitigation. Please describethe collection process and other alternatives the firm recommends for billing of HazMat incidents. Please submit expenses for these bulling services separately from other services outlined in this RFP.

Our sister company, EMERGIFIRE, provides HazMat Billing services. EMERGIFIRE is happy to process claims on HazMat remediations, given that the city is providing the required billing information and proper access to your fire department's reporting software.

Bills are sent to the at-fault party based on information provided by the fire department and followed up on three times. If no payment is received after the third attempt, EMERGIFIRE will notify the city and seek guidance on further actions to take. A 15% commission is charged on all HazMat claims processed by EMERGIFIRE.

EMERGICON agrees that expenses for such services will be billed separately from other services outlined in this RFP.

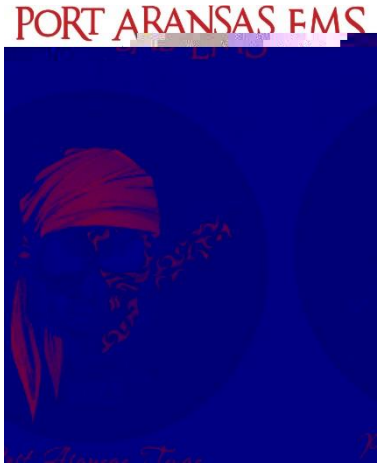
Training

The Contractor shall be responsible for onsite training, at time of contract execution and periodically throughout the term of the contract, to ensure that all College Station Fire Department personnel and Fiscal Services staff are trained regarding documentation, charges, applicable health care laws and regulations as it relates to the billing process. The successful contractor must provide a minimum of seven training manuals for all aspects of the system functionality.

Given that EMERGICON is already the City's billing and collections service provider, all

onboarding has occurred and initial training has already been delivered. If the City selects EMERGICON, it will continue to receive our exceptional service without any disruption.

The City will also continue to benefit from our ongoing training and service. For example, we routinely reach out to clients to ensure there are no outstanding questions or concerns. We offer additional training and resources for our clients as needed at no additional cost. We will share details of the training content and format upon request.



EMERGICON also offers an annual *Education by the Sea Conference* in collaboration with Port Aransas EMS. All clients are welcome to attend this event, which provides documentation training and continuing education credits. For more information about the conference, please visit https://emergicon.com/education-by-the-sea/.

Payment

In consideration of the Automated Ambulance Billing, Accounts Receivable, Delinquent Account Collections, and Responding to Requests for Medical Records services performed, the City will pay theContractor a fixed fee of the total amount collected. The Contractor will be paid monthly upon receipt adetailed account invoice.

Acknowledged and understood.

Payment will be based on a percentage of net sums received (gross receipts less refunds) by the City fordeposit. ***Proposals that include options for contract payments through electronic funds transfer (EFT) will be reviewed favorably.***

Acknowledged and understood. Please refer to **Tab B Rates and Expenses** for details. The City may choose to make contract payments through EFT if desired.

2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.

As the incumbent service provider, EMERGICON fully understands the scope of work. We already have a proven project plan for the engagement, which we will continue to follow if our contract is renewed. Major tasks and responsibilities will continue to reflect those of our current operations, with no changes anticipated in the time frames or staffing:

- **Operations Teams**
  - Pre-billing – 17
  - Billing – 17
  - Patient Accounts – 7
  - Cash Posting – 8
  - Compliance – 2
  - A/R – 8
  - Credentialing – 2

  - Reimbursement – 3
- **IT Team** – 4
- **Client Services Team** – 5
- **Leadership and Administrative Team** (Finance, Executive, Administrators) – 10

3. Proposals shall identify progress reports that will be made available during the process and key decision points.

Yes. EMERGICON prepares Executive and Management Summaries to deliver strategic analysis and recommendations. In these reports, EMERGICON's leadership team reviews all aspects of collections performance and accounts receivable to provide guidance as needed.

4. Proposals shall clearly distinguish the Contractors' duties and responsibilities and those of the City. Absence of this distinction shall mean the Contractor is assuming full responsibility for all tasks.

As the incumbent provider, EMERGICON's duties and responsibilities and those of the City will continue to be those that are governed by our current EMS billing contract.

TAB D Timeline

1. Proposals must include a timeline that includes as a minimum, each decision point and milestones for each step of the process. A separate timeline should be provided for the initial engagement or start up process and the on-going services to be provided during the course of the agreement.

As the current EMS billing service provider to the City of College Station, EMERGICON will have no transitional needs. EMERGICON will have all elements in place to continue to provide comprehensive services to the City.

If the City were coming on as a new EMERGICON client, the implementation timeline would be as described below.

All initial credentialing/reimbursement efforts and re-validations are included with no additional expense to you.

Credentialing

Establish initial credentialing, maintain existing enrollments, and launch re-credentialing efforts for Medicare, Medicaid, Railroad Medicare, and commercial payors.

- All revalidations monitored, submitted, and followed until approved
- Maintenance of agency details on credentialing records when updates are needed
- Closely monitor DSHS license to stay compliant
- PECOS Registry Maintenance (Medicare)
    - TMHP Agency Registry Maintenance (Medicaid)
    - NPPES Registry Maintenance (NPI registry)

EMERGICON's Credentialing Timelines

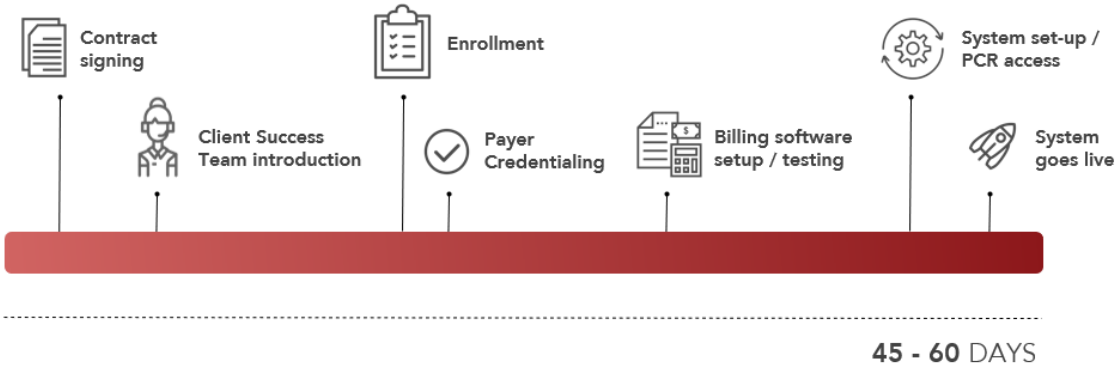
Medicare	On average, we can get traditional Medicare approved within 10 business days. With the utilization of Medicare's PECOS system, our credentialing experts can get your login established for faster application processing.
Medicaid	On average, we can get Medicaid approved within 20 calendar days.
Commercial	BCBS – Only 24 hours to approved credentialing United Healthcare – On average, 12 business days to approved credentialing

As part of EMERGICON's elevated reimbursement efforts, we establish the following during your onboarding to save you time, labor, and cut your overhead expenses:

- In-house lockbox servicing for commercial payors at no additional cost to you (optional)
- Take the work out of check cashing and remittance processing for your Agency
- Insurance website establishment/maintenance
- EFT/direct deposit establishment and banking updates with insurance payors for higher reimbursement, collection rates, and more payments located
- Electronically delivered remittances for 60+ insurance providers for faster payments into a bank of your choice and shortened days in AR ("filed" to "paid" timeframe)

- We can drive emphasis on billing and collection efforts with automatic remittance delivery in place – most commercial insurances pay within 30–45 days with this model
- Electronic claims filing for faster run processing
- Drastic reduction in the wait time on claim processing and payment delivery (e.g., Medicare pays within 7–14 business days with this setup)

The EMERGICON onboarding process is simple and streamlined:



TAB E References

1. Provide references for similarly successful projects, preferably from three governmental agencies (or regional districts) in Texas, including the name of the agency, contact name, telephone, fax and email address.

Below we have provided references for three governmental agencies in Texas to whom we are providing services that are similar in size and scope to those being requested by the City. We will provide additional references upon request.

Reference #1	
Agency Name	San Angelo Fire Department
Address	306 W 1st St San Angelo, TX 76903
Contact Name	Mason Matthews
Telephone	325-657-4355
Fax	
Email Address	mason.matthews@safiredept.com
Contract Dates	2020 – ongoing

Reference #2	
Agency Name	St Joseph Health EMS
Address	2200 E. Villa Maria Rd Bryan, TX 77802
Contact Name	William “Billy” Rice
Telephone	979-587-0395
Fax	
Email Address	billyr@st-joseph.org
Contract Dates	2020 – ongoing

Reference #3	
Agency Name	LifeCare
Address	725 State Street Weatherford, TX 76086
Contact Name	Deputy Director Jim Backus
Telephone	817-599-1197
Fax	
Email Address	jim.backus@pchdtx.org
Contract Dates	2013 – ongoing

TAB F Certification, Acknowledgement & Statement

Certification

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP. Additionally, the undersigned affirms that the Offeror is willing to sign the enclosed Technology Services Contract (Exhibit A). Any exceptions to the City's Technology Services Contract shall be clearly identified on company letterhead.

Signed By: _____ Title: Founder & CEO

Typed Name: Christopher Turner, MHA Company Name: EMERGICON, LLC

Phone No.: 972-602-2060 ext.400 Fax No.: _____

Email: cturner@emergicon.com

Bid Address: 98 State Hwy 205 | Terrell | TX | 75160
P.O. Box or Street | City | State | Zip

Order Address: _____
P.O. Box or Street | City | State | Zip

Remit Address: PO Box 180446 | Dallas | TX | 75218
P.O. Box or Street | City | State | Zip

Federal Tax ID No.: 41-2213982

DUNS No.: 788409584

Date: July 28, 2021

END OF RFP #21-052

*****DO NOT MODIFY THIS FORM*****

RFP 21-052
Automated Ambulance Billing, Accounts Receivable, and Other Services

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Acknowledgement of Addenda

EMERGICON acknowledges receipt of Addendum No. 1.

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

City of College Station
1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM #1
RFP No. 21-052

Date: July 20, 2021

To: All Interested Parties

From: Josie Urrutia, CPPB, Buyer

Re: **RFP No. 21-052 Ambulance Billing, Accounts Receivable, Delinquent Account Collections and Other Services**

The following information related to **RFP No. 21-052** is hereby made a part of the RFP Documents for the above referenced solicitation as fully and as completely as though the same were included therein.

Please be advised that the deadline for questions has passed as of Tuesday, July 20, 2021 and no further questions will be allowed.

Q&A

1. **Question:** Please provide the number of billable runs from last year.
   Answer: The number of patients reports each year is listed in the RFP.

6. **Question:** Please provide last year's total write-offs.
   Information not available/unknown.

7. **Question:** Please provide last year's total payer mix. (i.e., % of Medicare, Medicaid, Commercial Insurance, Self-pay, etc.)
   Information not available/unknown.

8. **Question:** Who will be responsible for the credit card transaction fees?
   Answer: City of College Station reimburses the provider for all credit card fees.

9. **Question:** Are you interested in switching your ePCR software vendor at this time?
   Answer: No.

10. **Question:** Who are you currently using for billing services and what are you currently paying?
    Information not available/unknown.

11. **Question:** Why is this RFP being released at this time?
    Information not available/unknown.

12. **Question:** Are there current pain points with your current billing vendor and/or processes that are prompting this RFP that we can address? If so, please provide details.
    Information not available/unknown.

13. **Question:** Are you currently submitting data to the TASSPP? If yes, what was last year's reimbursement amount?
    Answer: Yes. 398,218.75 for FY 2019 after the State haircut.

14. **Question:** What software are you currently using for fire reports and are you interested in switching vendors?
    Answer: ESO, No.

15. **Question:** The RFP document indicated that the City is interested in a proposal and pricing for third party debt collection as well as professional billing services. As such, please provide the following:

    a. What is the average amount per account that was sent to debt collection last year?
       Information not available/unknown.

    b. What is the total count of accounts that were sent to collections last year?
       Information not available/unknown.

    c. What was the average collection rate for last year?
       Information not available/unknown.

16. **Question:** For Repeat False Alarm billing, please provide the following:
    a. What is your current false alarm billing protocol? (e.g., Are you only billing for second and subsequent false alarms within x period?)

    https://www.cstx.gov/UserFiles/Servers/Server_12410832/File/Departments/Ordinances_Policies/Fee_Resolution.pdf

Answer: page 14/50, Article IV

Question: b. What was last year's initial false alarm volume
Answer: Unknown
Question: c. What was last year's volume for second and subsequent false alarms?
Answer: Unknown

Question: d. What was last year's volume of invoices generated?
Answer: 60+ invoices for four or more false alarms.

Question: e. What were the total charges for last year?
Answer: Unknown

Question: f. What as the total amount collected (payments) for last year?
Answer: Unknown

Question: g. Is the banking and remittance process separate from the EMS billing process? If so, please describe.
Answer: Currently, yes.

17. **Question:** For Repeat Inspection Billing, please provide the following:
a. What is your current repeat inspection billing protocol? (e.g., Are you only billing for third and subsequent inspections within x period?)
https://www.cstx.gov/UserFiles/Servers/Server_12410832/File/Departments/Ordinances_Policies/Fee_Resolution.pdf
Page 2/50 xv.

Question: b. What was last year's initial and second inspections volume?
Answer: Unreliable data (COVID prevented many inspections)

Question: c. What was last year's volume for third and subsequent inspections volume?
Answer: Unreliable data (COVID prevented many inspections)

Question: d. What was last year's volume of invoices generated?
Answer: Unreliable data (COVID prevented many inspections)

Question: e. What were the total charges for last year?
Answer: Unreliable data (COVID prevented many inspections)

Question: f. What as the total amount collected (payments) for last year?
Answer: Unreliable data (COVID prevented many inspections)

Question: g. Is the banking and remittance process separate from the EMS billing process? If so, please describe.
Answer: Currently, yes.

18. **Question:** For Hazmat Billing, please provide the following:
a. What was last year's volume of invoices generated?
Answer: Less than 5 per year FY2018-FY2021

Question: b. What were the total charges for last year?

Answer: $19,000 in FY2021; $3,000 in FY 2020; $5,000 in FY2019

Question: c. What as the total amount collected (payments) for last year?
Answer: None to date.
Question: d. Is the banking and remittance process separate from the EMS billing process? If so, please describe.
Answer: Currently, yes.

19. **Question:** Will vendor be responsible for paying for ESO?
Answer: CSFD pays ESO. ESO provides a daily ePCR data export to the current vendor.
"The successful contractor shall provide options for electronic delivery of Patient Care Reports from the ESO collection system to the contractor's billing system. Such options may include, but are not limited to, a text file with associated layout format requirement, Adobe PDF Patient Care Reports, billing contractor login to the ESO ePCR system to process data from there, etc." (Page 10.)

20. **Question:** Will vendor be responsible for hardware if so what kind and how many?
Answer: "Proposals should specify all required hardware, peripherals, software installation, testing, training, annual program updates, maintenance fees, secure data transfer protocols, and any other services and related costs associated with the following scope of work." (Page 10.)

21. **Question:** Does the city have a collection agency they would like vendor to work with?
Answer: "The City is interested in obtaining proposals that include delinquent account collections not collected during the initial billing process as outlined in this RFP. Please describe the collection process and other alternatives the firm recommends for debt collection on delinquent accounts. Please submit expenses for these services separately from other services outlined in this RFP." (Page 11.)

22. **Question:** Will vendor be responsible for lockbox?
Answer: This is referring to the "contractor's lockbox" for mail-in payments mentioned under accounts receivable on page 11.

23. **Question:** Are you currently billing for any calls including hazardous materials incidents, arsons, DUI crashes, extrications, etc.?
(And can we get a copy of any municipal ordinance the City is using which addresses this?)
Answer: From that list, the city currently bills for hazmat calls. Ordinances are available online and linked in answers to previous questions from other vendors.

24. **Question:** Are you currently billing for fire inspections?
(And can we get a copy of any municipal ordinance the City is using which addresses this?)
Answer: No- no vendor doing it, but new vendor requested to per ordinances.

25. **Question:** Are you currently billing for false alarms?
(And can we get a copy of any municipal ordinance the City is using which addresses this?)
Answer: No. Ordinances are available online and linked in answers to previous questions from other vendors.

26. **Question:** What is the fee schedule for CSFD inspections?
Answer: Not billing – No Vendor Fee schedules are available online and linked in answers to previous questions from other vendors.

27. **Question:** What is the fee schedule for False Alarm calls?
    Answer: Fee schedules are available online and linked in answers to previous questions from other vendors.

28. **Question:** What is the fee schedule for CSFD's HazMat Billing?
    Answer: Fee schedules are available online and linked in answers to previous questions from other vendors.

29. **Question:** What fire reporting software and version does CSFD use (i.e., Firehouse, Fire Programs, Zoll FireRMS, other - if other, please specify)?
    Answer: ESO

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 1. is hereby acknowledged

AUTHORIZED SIGNATURE

July 28, 2021
DATE

EMERGICON, LLC
COMPANY NAME

Statement of Willingness to Sign the City's Standard Form of Agreement

EMERGICON is willing to sign the City's Standard Form of Agreement with no exceptions or deviations. In addition, we will offer an addendum to the EMERGICON Service Agreement for Fire Billing.

Appendix A: Sample Reports

Management Summary

12 Month Look-Back

Your Agency	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	Total/Avg.
Gross Charges	$119,088.1	$185,222.6	$144,758.6	$125,002.0	$138,405.4	$157,246.7	$252,700.7	$229,829.5	$257,861.2	$258,034.9	$245,214.3	$274,295.1	**$2,387,659.1**
Cash Collections	$48,090.2	$56,987.8	$35,415.2	$43,660.9	$42,342.3	$30,499.5	$39,620.9	$53,542.2	$60,149.6	$43,494.1	$39,335.2	$51,264.4	**$544,402.5**
Gross Charge/Txp	$1,751.3	$1,764.0	$1,744.1	$1,666.7	$1,708.7	$2,382.5	$2,429.8	$2,471.3	$2,432.7	$2,411.5	$2,291.7	$2,493.6	**$2,160.8**
Cash/Txp (CPT)	$707.2	$542.7	$426.7	$582.2	$522.7	$462.1	$381.0	$575.7	$567.5	$406.5	$367.6	$466.0	**$492.7**

Payer Mix	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	Avg.
Medicare	50.0%	47.6%	45.8%	38.7%	53.1%	54.6%	54.8%	58.1%	64.2%	50.5%	57.0%	48.2%	**52.2%**
Medicaid	8.8%	8.6%	6.0%	4.0%	6.2%	10.6%	10.6%	2.2%	3.8%	4.7%	9.4%	8.2%	**6.9%**
Insurance	33.8%	30.5%	37.4%	36.0%	33.3%	25.8%	26.0%	25.8%	19.8%	30.8%	21.5%	20.9%	**27.9%**
Private Pay	7.4%	13.3%	10.8%	21.3%	7.4%	9.1%	6.7%	11.8%	12.3%	13.1%	9.4%	22.7%	**12.3%**

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Level of Service

	Level of Service												
	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	Avg.
ALS2	2.9%	4.8%	3.6%	2.7%	1.2%	3.0%	3.8%	4.3%	3.8%	0.0%	1.9%	2.7%	**2.9%**
ALS-Emergent	61.8%	61.0%	62.7%	58.7%	60.5%	57.6%	59.6%	60.2%	60.4%	62.6%	45.8%	66.4%	**59.7%**
ALS-Non	5.9%	1.9%	3.6%	4.0%	1.2%	1.5%	1.0%	2.2%	0.0%	0.0%	0.9%	1.8%	**1.8%**
BLS-Emergent	23.5%	28.6%	27.7%	33.3%	33.3%	37.9%	31.7%	32.3%	34.9%	35.5%	45.8%	23.6%	**32.5%**
BLS-Non	5.9%	3.8%	2.4%	1.3%	3.7%	0.0%	3.8%	1.1%	0.9%	1.9%	5.6%	5.5%	**3.1%**

	Level of Service Volume												
	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	Total
ALS2	2	5	3	2	1	2	4	4	4	-	2	3	**32**
ALS-Emergent	42	64	52	44	49	38	62	56	64	67	49	73	**660**
ALS-Non	4	2	3	3	1	1	1	2	-	-	1	2	**20**
BLS-Emergent	16	30	23	25	27	25	33	30	37	38	49	26	**359**
BLS-Non	4	4	2	1	3	-	4	1	1	2	6	6	**34**
Total	68	105	83	75	81	66	104	93	106	107	107	110	**1,105**
Transport Mileage	890	1,555	1,181	802	1,134	808	1,210	1,172	1,161	1,185	1,133	1,497	**13,727**

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Year-Over-Year Comparison

Your Agency	04/01/19 to 03/31/20	04/01/20 to 03/31/21	
	12 Months	12 Months	Variance
Gross Charges	$1,789,657.58	$2,387,659.11	$598,001.53
Cash Collections	$497,117.99	$544,402.53	$47,284.54
Gross Charge/Txp	$1,740.91	$2,160.78	$419.87
Cash/Txp (CPT)	$483.58	$492.67	$9.09
Total Volume	**1028**	**1105**	**77**
	Payer Mix		
Medicare	48.44%	52.22%	3.78%
Medicaid	8.46%	6.88%	-1.58%
Insurance	29.76%	27.87%	-1.89%
Private Pay	13.23%	12.30%	-0.93%
	Level of Service		
ALS2	4.38%	2.90%	-1.48%
ALS-Emergent	57.98%	59.73%	1.75%
ALS-Non	3.89%	1.81%	-2.08%
BLS-Emergent	28.99%	32.49%	3.50%
BLS-Non	4.67%	3.08%	-1.59%

Gross charges and cash collections have increased

Cash per Transport has slightly increased

Volume has increased

Medicare has increased

Commercial Insurance has decreased

ALS Non-Emergent runs are down and BLS Emergent runs are up

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Analysis and Recommendations

As we continue into this fiscal year, we want to update you on your agency's collections activity. A positive trend to note is that your agency's overall transport volume has experienced an increase along with an increase in gross charges and cash collections. Your agency's average cash per transport has also increased slightly. As can be seen in the comparison on the previous page, there has been an increase in the Medicare population and a decrease in commercial insurance. Level of service and payer mix shifts can negatively affect your cash per transport. We will continue to monitor these factors and update your agency periodically. Additionally, our Client Success Team has provided a recommendation that could positively affect your agency's revenue.

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Thank you!

It is Emergicon's goal to provide service above and beyond what is expected. The Client Success Team here at Emergicon will continue to monitor your organization's financial performance and make recommendations accordingly. If you ever have any questions or need anything at all, please let us know. Thank you!

Please let us know if we can be of assistance!

Dial the Client Hotline!

866.TEX.EMS1

866.839.3671

OPEN UP A WHOLE NEW REVENUE STREAM WITH EMERGIFIRE

Brant Stovall
bstovall@emergicon.com
817-691-6469

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Your Agency
Executive Summary - 10/01/19 to 09/30/20

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Totals
Gross Charges	$130,418.04	$110,956.45	$146,137.00	$125,069.08	$157,055.89	$209,944.56	$119,088.12	$185,222.60	$144,758.60	$125,002.01	$138,405.35	$157,246.74	$1,749,304.44
Cash Collections	($44,293.54)	($37,687.63)	($36,498.58)	($41,710.26)	($46,160.65)	($46,040.00)	($48,090.24)	($56,987.78)	($35,415.22)	($43,660.93)	($42,342.30)	($30,499.54)	($509,386.67)
Gross Charge/Txp	$1,738.91	$1,733.69	$1,782.16	$1,667.59	$1,725.89	$1,779.19	$1,751.30	$1,764.02	$1,744.08	$1,666.69	$1,708.71	$2,382.53	$1,779.56
Cash/Txp (CPT)	$590.58	$588.87	$445.10	$556.14	$507.26	$390.17	$707.21	$542.74	$426.69	$582.15	$522.74	$462.11	$518.20
Collection Rate	33.96%	33.97%	24.98%	33.35%	29.39%	21.93%	40.38%	30.77%	24.47%	34.93%	30.59%	19.40%	29.12%
Payer Mix													
Medicare	53.3%	51.6%	43.9%	50.7%	54.9%	51.7%	50.0%	47.6%	47.0%	38.7%	53.1%	54.5%	49.7%
Medicaid	10.7%	12.5%	11.0%	6.7%	7.7%	10.2%	8.8%	8.6%	6.0%	4.0%	6.2%	9.1%	8.4%
Insurance	26.0%	25.0%	26.8%	34.7%	20.9%	27.1%	33.8%	30.5%	36.1%	36.0%	33.3%	27.3%	29.8%
Private Pay	9.3%	7.8%	18.3%	8.0%	15.4%	10.2%	7.4%	12.4%	8.4%	21.3%	7.4%	7.0%	11.3%
Level of Service													
ALS - Advanced Life Support A0427	54.67%	59.38%	65.85%	49.33%	52.75%	65.25%	61.76%	60.95%	62.65%	58.67%	60.49%	57.58%	59.41%
ALS Non Emergent A0426	4.00%	4.69%	0.00	8.00%	7.69%	1.69%	5.88%	1.90%	3.61%	4.00%	1.23%	1.52%	3.56%
ALS-2 Emergency A0433	4.00%	3.13%	2.44%	1.33%	4.40%	5.93%	2.94%	4.76%	3.61%	2.67%	1.23%	3.03%	3.46%
BLS - Basic Life Support A0429	29.33%	29.69%	29.27%	37.33%	28.57%	21.19%	23.53%	28.57%	27.71%	33.33%	33.33%	37.88%	29.50%
BLS Non Emergency A0428	8.00%	3.13%	2.44%	4.00%	6.59%	5.08%	5.88%	3.81%	2.41%	1.33%	3.70%	0.00	3.97%
SCT A0434	0.00	0.00	0.00	0.00	0.00	0.85%	0.00	0.00	0.00	0.00	0.00	0.00	0.10%
Level of Service Volume													
Total	75	64	82	75	91	118	68	105	83	75	81	66	983
ALS - Advanced Life Support A0427	41	38	54	37	48	77	42	64	52	44	49	38	584
ALS Non Emergent A0426	3	3	0	6	7	2	4	2	3	3	1	1	35
ALS-2 Emergency A0433	3	2	2	1	4	7	2	5	3	2	1	2	34
BLS - Basic Life Support A0429	22	19	24	28	26	25	16	30	23	25	27	25	290
BLS Non Emergency A0428	6	2	2	3	6	6	4	4	2	1	3	0	39
Ground Mileage A0425	929	998	1,196	997	1,411	1,740	890	1,555	1,181	802	1,134	808	13,641
SCT A0434	0	0	0	0	0	1	0	0	0	0	0	0	1

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Closing Balance Summary for Period

Transaction Date	GreaterThanOrEqual	3/1/2021
Transaction Date	LessThanOrEqual	3/31/2021
Company Code	Equal	Your Agency

Your Agency

AR Previous Balance: $701,363.07

Credits		($198.25)
Total AR Change for		**($198.25)**
Non-Resident		
Charges in Period		$137,143.39
Credits		($132,686.95)
Charge Adjustments		$9,126.39
Total AR Change for	**Non-Resident**	**$13,582.83**
Resident		
Charges in Period		$118,351.42
Credits		($105,732.11)
Charge Adjustments		$9,673.91
Total AR Change for	**Resident**	**$22,293.22**
Charges in Period		$255,494.81
Credits		($238,617.31)
Charge Adjustments		$18,800.30
	Accounts Receivable Change	**$35,677.80**

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Charge Summary

Transaction Date	GreaterThanOrEqual	3/1/2021
Transaction Date	LessThanOrEqual	3/31/2021
Company Code	Equal	Your Agency

Non-Resident

Base	Quantity	Amount
ALS - Advanced Life Support A0427	41	90,985.97
ALS Non Emergent A0426	2	3,405.54
ALS-2 Emergency A0433	1	2,349.10
BLS - Basic Life Support A0429	11	20,279.27
BLS Non Emergency A0428	4	4,211.13
Base	**59**	**121,231.01**

Mileage	Quantity	Amount
Ground Mileage A0425	760	17,447.75
Mileage	**760**	**17,447.75**

Oxygen	Quantity	Amount
Oxygen A0422	5	595.00
Oxygen	**5**	**595.00**

UnlistedSupplyService	Quantity	Amount
ALS Disposables A0398	16	4,968.00
BLS Disposables A0382	13	682.50
UnlistedSupplyService	**29**	**5,650.50**

NonCoveredSupplies	Quantity	Amount
TNT - Treatment No Transport A0998	1	175.00
NonCoveredSupplies	**1**	**175.00**

Other	Quantity	Amount
TNT - Treatment No Transport A0998	3	525.00

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Charge Summary

Other	**3**	**525.00**
MileageRounding	Quantity	Amount
Rounding -Mileage	28	645.52
MileageRounding	**28**	**645.52**
Total for Non-Resident	**885**	**146,269.77**

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Charge Summary

Resident

Base	Quantity	Amount
ALS - Advanced Life Support A0427	32	71,013.44
ALS-2 Emergency A0433	2	4,698.20
BLS - Basic Life Support A0429	15	27,653.55
BLS Non Emergency A0428	2	2,654.34
Base	**51**	**106,019.53**

Mileage	Quantity	Amount
Ground Mileage A0425	737	16,960.20
Mileage	**737**	**16,960.20**

Oxygen	Quantity	Amount
Oxygen A0422	5	595.00
Oxygen	**5**	**595.00**

UnlistedSupplyService	Quantity	Amount
ALS Disposables A0398	7	2,173.50
BLS Disposables A0382	9	472.50
UnlistedSupplyService	**16**	**2,646.00**

Other	Quantity	Amount
TNT - Treatment No Transport A0998	7	1,225.00
Other	**7**	**1,225.00**

MileageRounding	Quantity	Amount
Rounding -Mileage	26	579.60
MileageRounding	**26**	**579.60**

Total for Resident	**842**	**128,025.33**

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Charge Summary

Base	110	227,250.54
Mileage	1,497	34,407.95
Oxygen	10	1,190.00
UnlistedSupplyService	45	8,296.50
NonCoveredSupplies	1	175.00
Other	10	1,750.00
MileageRounding	54	1,225.12
Total Overall Charges	**1,727**	**274,295.10**

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Credit Summary with Matrix

Transaction Date	GreaterThanOrEqu	3/1/2021
Transaction Date	LessThan	3/31/2021
Company Code	Equal	Your Agency
System Transaction Type	NotEqual	Invoice

Private Pay	Quantity	Amount
Emer Rec Payment - Check	14	104.16
Manual Contractual - Contract	16	-302.41
Totals for Private Pay	**30**	**-198.25**

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Credit Summary with Matrix

Non-Resident

Private Pay	Quantity	Amount
Emer Rec Payment - Check	4	-4,125.57
Emer Rec Payment - Credit Card	1	-157.46
Patient Negotiated Discount	1	-673.67
Write-off-Bad Debt	12	-19,969.44
Totals for Private Pay	**18**	**-24,926.14**

Medicare	Quantity	Amount
Emer Rec Payment - Check	15	-3,553.07
Manual Contractual - Medicare	28	-44,667.11
Provider Rec Payment - Check	16	-5,635.68
Write Off Interest	1	0.02
Totals for Medicare	**60**	**-53,855.84**

Medicaid	Quantity	Amount
Emer Rec Payment - Check	13	-2,522.02
Manual Contractual - Contract	3	-7,593.36
Manual Contractual - Medicaid	10	-10,387.78
Provider Rec Payment - Check	2	-157.18
Totals for Medicaid	**28**	**-20,660.34**

Commercial UnBundled	Quantity	Amount
Emer Rec Payment - Check	6	-6,103.37
Manual Contractual - Contract	1	0.00
Totals for Commercial UnBundled	**7**	**-6,103.37**

Commercial Insurance	Quantity	Amount
Emer Rec Payment - Check	18	-4,438.37
Manual Contractual - Contract	4	-5,685.08
Write Off/Resident	5	-1,381.41

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Credit Summary with Matrix

Totals for Commercial Insurance	**27**	**-11,504.86**

Bill Patient	Quantity	Amount
Emer Rec Payment - Check	10	-795.44
Emer Rec Payment - Credit Card	2	-334.03
Emer Rec Payment - Credit Card No CC Fee	1	-41.00
Manual Contractual - Contract	1	-250.00
Write-off-Bad Debt	12	-4,726.18
Totals for Bill Patient	**26**	**-6,146.65**

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Credit Summary with Matrix

Resident

Medicare	Quantity	Amount
Emer Rec Payment - Check	24	-7,016.07
Manual Contractual - Contract	4	-6,621.78
Manual Contractual - Medicare	28	-48,301.65
Provider Rec Payment - Check	12	-5,163.12
Write Off Interest	1	0.04
Write Off Medicare Secondary	1	-1,413.18
Totals for Medicare	**70**	**-68,515.76**

Medicaid	Quantity	Amount
Emer Rec Payment - Check	3	-953.53
Manual Contractual - Contract	1	-1,761.24
Manual Contractual - Medicaid	4	-4,291.84
Totals for Medicaid	**8**	**-7,006.61**

Commercial UnBundled	Quantity	Amount
Emer Rec Payment - Check	5	-8,282.48
Totals for Commercial UnBundled	**5**	**-8,282.48**

Commercial Insurance	Quantity	Amount
Emer Rec Payment - Check	11	-1,297.44
W/O Billing adj	1	-250.00
Write Off/Resident	23	-7,608.27
Totals for Commercial Insurance	**35**	**-9,155.71**

Payment	157	-50,471.67
Write Off	157	-165,884.34

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Credit Summary with Matrix

Total Credit Summary	**314**	**-216,356.01**

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Credit Summary with Matrix

Your Agency

Credit Description	Bill Patient	Commercial Insurance	Commercial UnBundled	Medicaid	Medicare	Private Pay
Emer Rec Payment - Check	($795.44)	($5,735.81)	($14,385.85)	($3,475.55)	($10,569.14)	($4,021.41)
Emer Rec Payment - Credit Card	($334.03)					
Emer Rec Payment - Credit Card No CC Fee	($41.00)					
Manual Contractual - Contract	($250.00)	($5,685.08)	$0.00	($9,354.60)	($6,621.78)	($302.41)
Manual Contractual - Medicaid				($14,679.62)		
Manual Contractual - Medicare					($92,968.76)	
Patient Negotiated Discount						($673.67)
Provider Rec Payment - Check				($157.18)	($10,798.80)	
W/O Billing adj		($250.00)				
Write Off Interest					$0.06	
Write Off Medicare Secondary					($1,413.18)	
Write Off/Resident		($8,989.68)				
Write-off-Bad Debt	($4,726.18)					($19,969.44)
Total	($6,146.65)	($20,660.57)	($14,385.85)	($27,666.95)	($122,371.60)	($25,124.39)

Credit Type Totals	Bill Patient	Commercial Insurance	Commercial UnBundled	Medicaid	Medicare	Private Pay	Total
Manual Contractual	($250.00)	($5,685.08)	$0.00	($24,034.22)	($99,590.54)	($302.41)	($129,862.25)
Payment	($1,170.47)	($5,735.81)	($14,385.85)	($3,632.73)	($21,367.94)	($4,178.87)	($50,471.67)
Write-Off	($4,726.18)	($9,239.68)			($1,413.12)	($20,643.11)	($36,022.09)
Total	($6,146.65)	($20,660.57)	($14,385.85)	($27,666.95)	($122,371.60)	($25,124.39)	($216,356.01)

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Credit Summary with Matrix

Credit Description	Total
Emer Rec Payment - Check	($38,983.20)
Emer Rec Payment - Credit Card	($491.49)
Emer Rec Payment - Credit Card No CC Fee	($41.00)
Manual Contractual - Contract	($22,213.87)
Manual Contractual - Medicaid	($14,679.62)
Manual Contractual - Medicare	($92,968.76)
Patient Negotiated Discount	($673.67)
Provider Rec Payment - Check	($10,955.98)
W/O Billing adj	($250.00)
Write Off Interest	$0.06
Write Off Medicare Secondary	($1,413.18)
Write Off/Resident	($8,989.68)
Write-off-Bad Debt	($24,695.62)
Total	($216,356.01)

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Payor Summary

Page 1

Transaction Date	GreaterThanOrEqu	3/1/2021
Transaction Date	LessThanOrEqual	3/31/2021
Company Code	Equal	Your Agency

Your Agency

Private Pay	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Private Pay	0	$0.00	($308.37)	($308.37)	$0.00	$0.00	$0.00	$110.12	($198.25)
Totals for Private Pay	**0**	**$0.00**	**($308.37)**	**($308.37)**	**$0.00**	**$0.00**	**$0.00**	**$110.12**	**($198.25)**
Total AR Change for	**0**	**$0.00**	**($308.37)**	**($308.37)**	**$0.00**	**$0.00**	**$0.00**	**$110.12**	**($198.25)**

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emergency medicine consultants

Payor Summary

Non-Resident

Private Pay	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Private Pay	11	$23,709.33	$0.00	$23,709.33	($20,643.11)	$0.00	$0.00	($4,283.03)	($1,216.81)
Totals for Private Pay	**11**	**$23,709.33**	**$0.00**	**$23,709.33**	**($20,643.11)**	**$0.00**	**$0.00**	**($4,283.03)**	**($1,216.81)**

Medicare	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AETNA MEDICARE	2	$4,420.34	($3,381.87)	$1,038.47	($18.48)	$0.00	$0.00	($656.91)	$363.08
AMERIGROUP MEDICARE	1	$2,093.77	($1,580.78)	$512.99	$0.00	$0.00	$0.00	($423.79)	$89.20
CARE N CARE INSURANCE	0	$0.00	($1,682.84)	($1,682.84)	($225.00)	$0.00	$0.00	($185.93)	($2,093.77)
HEALTHSPRING MEDICARE	1	$1,718.17	($1,354.49)	$363.68	$0.00	$0.00	$0.00	($163.68)	$200.00
HUMANA Medicare	0	$0.00	($2,063.07)	($2,063.07)	($795.00)	$0.00	$0.00	($793.10)	($3,651.17)
Medicare	12	$29,561.97	($23,396.97)	$6,165.00	($175.20)	$0.00	$0.00	($7,264.11)	($1,274.31)
MEDICARE/RAILROAD	0	$0.00	$0.00	$0.00	($91.64)	$0.00	$0.00	$0.00	($91.64)
SCOTT AND WHITE MEDICARE	1	$1,889.57	$0.00	$1,889.57	$0.00	$0.00	$0.00	$0.00	$1,889.57
SOUTHWESTERN HEALTH RESOURCES	5	$12,560.25	($5,304.25)	$7,256.00	$0.00	$0.00	$0.00	($1,039.66)	$6,216.34
UHC MEDICARE RPL	1	$2,495.17	($1,850.94)	$644.23	($267.93)	$0.00	$0.00	($690.20)	($313.90)
UNITED HEALTH CARE MCR RPL	1	$2,265.17	($1,852.47)	$412.70	($250.00)	$0.00	$0.00	($231.70)	($69.00)
WELLMED- MCR	3	$7,268.11	($5,870.04)	$1,398.07	($249.98)	$0.00	$0.00	($1,058.89)	$89.20
Totals for Medicare	**27**	**$64,272.52**	**($48,337.72)**	**$15,934.80**	**($2,073.23)**	**$0.00**	**$0.00**	**($12,507.97)**	**$1,353.60**

Medicaid	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AETNA BETTER HEALTH	1	$2,218.07	($1,687.14)	$530.93	$0.00	$0.00	$0.00	($254.93)	$276.00
AMERIGROUP	4	$3,582.67	($8,407.23)	($4,824.56)	$0.00	$0.00	$0.00	($834.28)	($5,658.84)
CIGNA HEALTHSPRING STAR PLUS MCD	2	$224.00	($8,013.20)	($7,789.20)	$0.00	$0.00	$0.00	($1,201.68)	($8,990.88)
COOK CHILDRENS HEALTH PLAN MCD	3	$8,635.51	$0.00	$8,635.51	$0.00	$0.00	$0.00	$0.00	$8,635.51
LOUISIANA DEPT OF HEALTH	1	$1,958.57	$0.00	$1,958.57	$0.00	$0.00	$0.00	$0.00	$1,958.57
Molina Healthcare Of Texas	1	$2,165.57	$0.00	$2,165.57	$0.00	$0.00	$0.00	$0.00	$2,165.57
UHC COMMUNITY PLAN	1	$2,610.17	$0.00	$2,610.17	$0.00	$0.00	$0.00	$0.00	$2,610.17

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Payor Summary

Medicaid	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Totals for Medicaid	**13**	**$21,394.56**	**($18,107.57)**	**$3,286.99**	**$0.00**	**$0.00**	**$0.00**	**($2,290.89)**	**$996.10**
Facility	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
COMMUNITY HOSPICE FORT WORTH	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals for Facility	**1**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Commercial UnBundled	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AETNA COMMERCIAL	4	$7,369.81	$0.00	$7,369.81	$0.00	$0.00	$0.00	($1,103.15)	$6,266.66
BLUE CROSS OF TEXAS COMMERCIAL	9	$19,412.16	$0.00	$19,412.16	($2,001.62)	$0.00	$0.00	($3,579.55)	$13,830.99
CIGNA 182223	-1	$52.50	$0.00	$52.50	($183.61)	$0.00	$0.00	($682.62)	($813.73)
UNITED HLTH CARE	3	$5,435.24	$0.00	$5,435.24	($428.00)	$0.00	$0.00	($1,260.33)	$3,746.91
Totals for Commercial UnBundled	**15**	**$32,269.71**	**$0.00**	**$32,269.71**	**($2,613.23)**	**$0.00**	**$0.00**	**($6,625.65)**	**$23,030.83**
Commercial Insurance	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AMBETTER SUPERIOR ACA	1	$52.50	$0.00	$52.50	$0.00	$0.00	$0.00	$0.00	$52.50
AZLE MANON HEALTHARE & REHAB	-1	($1,644.68)	$0.00	($1,644.68)	$0.00	$0.00	$0.00	$0.00	($1,644.68)
Commercial Insurance	0	$363.00	$0.00	$363.00	($5,161.74)	$0.00	$0.00	$0.00	($4,798.74)
GPA-Group and Pension	0	$0.00	$0.00	$0.00	($1,421.11)	$0.00	$0.00	$0.00	($1,421.11)
HUMANA/commercial	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($65.16)	($65.16)
NALC HEALTH	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($10.00)	($10.00)
TRICARE EAST REGION	2	$4,752.74	($5,667.32)	($914.58)	$0.00	$0.00	$0.00	($1,656.46)	($2,571.04)
UMR	-1	$310.50	$0.00	$310.50	$0.00	$0.00	$0.00	($1,222.76)	($912.26)
Totals for Commercial Insurance	**1**	**$3,834.06**	**($5,667.32)**	**($1,833.26)**	**($6,582.85)**	**$0.00**	**$0.00**	**($2,954.38)**	**($11,370.49)**
Bill Patient	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Bill Patient	-1	($1,843.57)	$0.00	($1,843.57)	$0.00	$0.00	$0.00	$0.00	($1,843.57)
Totals for Bill Patient	**-1**	**($1,843.57)**	**$0.00**	**($1,843.57)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**($1,843.57)**
	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance

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emergency medicine consultants

Payor Summary

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	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
	1	$2,633.17	$0.00	$2,633.17	$0.00	$0.00	$0.00	$0.00	$2,633.17
Totals for	**1**	**$2,633.17**	**$0.00**	**$2,633.17**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,633.17**
Total AR Change for Non-Resident	**68**	**$146,269.78**	**($72,112.61)**	**$74,157.17**	**($31,912.42)**	**$0.00**	**$0.00**	**($28,661.92)**	**$13,582.83**

EMERGICON
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Payor Summary

Resident

Medicare	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AETNA MEDICARE	2	$5,258.27	($3,930.77)	$1,327.50	$0.00	$0.00	$0.00	($1,042.50)	$285.00
BLUE CROSS OF TEXAS MEDICARE	-1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($439.05)	($439.05)
CARE N CARE INSURANCE	2	$4,614.74	($1,620.03)	$2,994.71	($200.00)	$0.00	$0.00	($253.54)	$2,541.17
HUMANA Medicare	4	$4,250.14	($6,229.54)	($1,979.40)	($555.00)	$0.00	$0.00	($1,057.94)	($3,592.34)
Medicare	9	$17,971.92	($19,025.94)	($1,054.02)	($531.34)	$0.00	$0.00	($5,892.67)	($7,478.03)
SCOTT AND WHITE MEDICARE	1	$2,357.17	$0.00	$2,357.17	$0.00	$0.00	$0.00	$0.00	$2,357.17
SOUTHWESTERN HEALTH RESOURCES	3	$8,152.51	($3,538.55)	$4,613.96	($500.00)	$0.00	$0.00	($461.19)	$3,652.77
UHC MEDICARE RPL	3	$7,500.91	($1,867.47)	$5,633.44	$0.00	$0.00	$0.00	($459.28)	$5,174.16
UNITED HEALTH CARE MCR RPL	0	$2,426.17	$0.00	$2,426.17	$0.00	$0.00	$0.00	$0.00	$2,426.17
Wellcare	1	$2,357.17	($2,003.88)	$353.29	($225.00)	$0.00	$0.00	($335.29)	($207.00)
WELLMED- MCR	6	$12,250.85	($16,707.25)	($4,456.40)	($1,456.22)	$0.00	$0.00	($3,117.46)	($9,030.08)
Totals for Medicare	**30**	**$67,139.85**	**($54,923.43)**	**$12,216.42**	**($3,467.56)**	**$0.00**	**$0.00**	**($13,058.92)**	**($4,310.06)**

Medicaid	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AMERIGROUP	2	$2,344.57	($4,113.28)	($1,768.71)	$0.00	$0.00	$0.00	($588.46)	($2,357.17)
CIGNA HEALTHSPRING STAR PLUS MCD	1	$2,943.67	$0.00	$2,943.67	$0.00	$0.00	$0.00	$0.00	$2,943.67
COOK CHILDRENS HEALTH PLAN MCD	0	$0.00	($2,605.60)	($2,605.60)	$0.00	$0.00	$0.00	($365.07)	($2,970.67)
Medicaid	1	$2,633.17	$0.00	$2,633.17	$0.00	$0.00	$0.00	$0.00	$2,633.17
Texas Children's Health Plan	1	$2,241.07	$0.00	$2,241.07	$0.00	$0.00	$0.00	$0.00	$2,241.07
Totals for Medicaid	**5**	**$10,162.48**	**($6,718.88)**	**$3,443.60**	**$0.00**	**$0.00**	**$0.00**	**($953.53)**	**$2,490.07**

Facility	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AIR MED	1	$1,866.57	$0.00	$1,866.57	$0.00	$0.00	$0.00	$0.00	$1,866.57
CAREFLITE	2	$3,733.14	$0.00	$3,733.14	$0.00	$0.00	$0.00	$0.00	$3,733.14
Totals for Facility	**3**	**$5,599.71**	**$0.00**	**$5,599.71**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,599.71**

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Payor Summary

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Commercial UnBundled	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AETNA COMMERCIAL	1	$2,383.07	$0.00	$2,383.07	($2,383.07)	$0.00	$0.00	$0.00	$0.00
BLUE CROSS OF TEXAS COMMERCIAL	10	$21,720.13	$665.80	$22,385.93	($4,064.67)	$0.00	$0.00	($8,282.48)	$10,038.78
CIGNA 182223	2	$2,805.67	$0.00	$2,805.67	$0.00	$0.00	$0.00	$0.00	$2,805.67
UNITED HLTH CARE	2	$3,354.17	$0.00	$3,354.17	($1,413.18)	$0.00	$0.00	($417.71)	$1,523.28
Totals for Commercial UnBundled	**15**	**$30,263.04**	**$665.80**	**$30,928.84**	**($7,860.92)**	**$0.00**	**$0.00**	**($8,700.19)**	**$14,367.73**

Commercial Insurance	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Commercial Insurance	14	$14,860.25	$0.00	$14,860.25	($10,714.48)	$0.00	$0.00	$0.00	$4,145.77
Totals for Commercial Insurance	**14**	**$14,860.25**	**$0.00**	**$14,860.25**	**($10,714.48)**	**$0.00**	**$0.00**	**$0.00**	**$4,145.77**
Total AR Change for Resident	**67**	**$128,025.33**	**($60,976.51)**	**$67,048.82**	**($22,042.96)**	**$0.00**	**$0.00**	**($22,712.64)**	**$22,293.22**
Total AR Change for Your Agency	**135**	**$274,295.11**	**($133,397.49)**	**$140,897.62**	**($53,955.38)**	**$0.00**	**$0.00**	**($51,264.44)**	**$35,677.80**

Payor Summary Adj.

Transaction Date	GreaterThanOrEqu	3/1/2021
Transaction Date	LessThanOrEqual	3/31/2021
Company Code	Equal	Your Agency
Transaction Type Group	Equal	Charge Adjustments

Your Agency

Non-Resident

Private Pay	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Private Pay	0	$1,371.60	$0.00	$1,371.60	$0.00	$0.00	$0.00	$0.00	$1,371.60
Totals for Private Pay	**0**	**$1,371.60**	**$0.00**	**$1,371.60**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,371.60**

Medicare	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Medicare	0	$2,223.70	$0.00	$2,223.70	$0.00	$0.00	$0.00	$0.00	$2,223.70
Totals for Medicare	**0**	**$2,223.70**	**$0.00**	**$2,223.70**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,223.70**

Medicaid	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AMERIGROUP	0	$984.00	$0.00	$984.00	$0.00	$0.00	$0.00	$0.00	$984.00
CIGNA HEALTHSPRING STAR PLUS MCD	0	$224.00	$0.00	$224.00	$0.00	$0.00	$0.00	$0.00	$224.00
COOK CHILDRENS HEALTH PLAN MCD	0	$3,196.67	$0.00	$3,196.67	$0.00	$0.00	$0.00	$0.00	$3,196.67
Totals for Medicaid	**0**	**$4,404.67**	**$0.00**	**$4,404.67**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,404.67**

Facility	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
COMMUNITY HOSPICE FORT WORTH	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals for Facility	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

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Payor Summary Adj.

Commercial UnBundled	Trips	Charges	Cont Adj	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AETNA COMMERCIAL	0	$3,354.17	$0.00	$3,354.17	$0.00	$0.00	$0.00	$0.00	$3,354.17
BLUE CROSS OF TEXAS COMMERCIAL	0	$52.50	$0.00	$52.50	$0.00	$0.00	$0.00	$0.00	$52.50
CIGNA 182223	0	$52.50	$0.00	$52.50	$0.00	$0.00	$0.00	$0.00	$52.50
UNITED HLTH CARE	0	$429.50	$0.00	$429.50	$0.00	$0.00	$0.00	$0.00	$429.50
Totals for Commercial UnBundled	**0**	**$3,888.67**	**$0.00**	**$3,888.67**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,888.67**

Commercial Insurance	Trips	Charges	Cont Adj	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AMBETTER SUPERIOR ACA	0	$52.50	$0.00	$52.50	$0.00	$0.00	$0.00	$0.00	$52.50
AZLE MANON HEALTHARE & REHAB	0	($1,644.68)	$0.00	($1,644.68)	$0.00	$0.00	$0.00	$0.00	($1,644.68)
Commercial Insurance	0	$363.00	$0.00	$363.00	$0.00	$0.00	$0.00	$0.00	$363.00
UMR	0	$310.50	$0.00	$310.50	$0.00	$0.00	$0.00	$0.00	$310.50
Totals for Commercial Insurance	**0**	**($918.68)**	**$0.00**	**($918.68)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**($918.68)**

Bill Patient	Trips	Charges	Cont Adj	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Bill Patient	0	($1,843.57)	$0.00	($1,843.57)	$0.00	$0.00	$0.00	$0.00	($1,843.57)
Totals for Bill Patient	**0**	**($1,843.57)**	**$0.00**	**($1,843.57)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**($1,843.57)**
Total AR Change for Non-Resident	**0**	**$9,126.39**	**$0.00**	**$9,126.39**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$9,126.39**

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Payor Summary Adj.

Resident

Medicare	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AETNA MEDICARE	0	$2,265.17	$0.00	$2,265.17	$0.00	$0.00	$0.00	$0.00	$2,265.17
BLUE CROSS OF TEXAS MEDICARE	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HUMANA Medicare	0	($525.60)	$0.00	($525.60)	$0.00	$0.00	$0.00	$0.00	($525.60)
Medicare	0	$129.93	$0.00	$129.93	$0.00	$0.00	$0.00	$0.00	$129.93
UNITED HEALTH CARE MCR RPL	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WELLMED- MCR	0	$1,955.77	$0.00	$1,955.77	$0.00	$0.00	$0.00	$0.00	$1,955.77
Totals for Medicare	**0**	**$3,825.27**	**$0.00**	**$3,825.27**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,825.27**

Medicaid	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
AMERIGROUP	0	$2,344.57	$0.00	$2,344.57	$0.00	$0.00	$0.00	$0.00	$2,344.57
Totals for Medicaid	**0**	**$2,344.57**	**$0.00**	**$2,344.57**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,344.57**

Facility	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
CAREFLITE	0	$1,866.57	$0.00	$1,866.57	$0.00	$0.00	$0.00	$0.00	$1,866.57
Totals for Facility	**0**	**$1,866.57**	**$0.00**	**$1,866.57**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,866.57**

Commercial UnBundled	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
BLUE CROSS OF TEXAS COMMERCIAL	0	$52.50	$0.00	$52.50	$0.00	$0.00	$0.00	$0.00	$52.50
CIGNA 182223	0	$310.50	$0.00	$310.50	$0.00	$0.00	$0.00	$0.00	$310.50
UNITED HLTH CARE	0	$429.50	$0.00	$429.50	$0.00	$0.00	$0.00	$0.00	$429.50

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Payor Summary Adj.

Commercial UnBundled	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Totals for Commercial UnBundled	**0**	**$792.50**	**$0.00**	**$792.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$792.50**

Commercial Insurance	Trips	Charges	Cont Allow	Net Chg	Write Off	Rev Adj	Refunds	Payment	Balance
Commercial Insurance	0	$845.00	$0.00	$845.00	$0.00	$0.00	$0.00	$0.00	$845.00
Totals for Commercial Insurance	**0**	**$845.00**	**$0.00**	**$845.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$845.00**
Total AR Change for Resident	**0**	**$9,673.91**	**$0.00**	**$9,673.91**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$9,673.91**
Total AR Change for Your Agency	**0**	**$18,800.30**	**$0.00**	**$18,800.30**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$18,800.30**

EMERGICON
emergency medicine consultants

Payor Aging Current Payor Totals

Cut Off Date	LessThanOrEqual	3/31/2021
Remaining Amount	NotEqual	0
Company	Equal	Your Agency

Your Agency

Payor Aging, Current Payor	Balance Due	Current	30 Days	60 Days	90 Days	120+ Days	150+ Days	180+ Days
	$2,633.17	$0.00	$2,633.17	$0.00	$0.00	$0.00	$0.00	$0.00
AARP	$1,958.62	$0.00	$0.00	$97.10	$1,611.52	$0.00	$250.00	$0.00
ADVANTAGE BY SUPERIOR	$1,915.57	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,915.57
AETNA BETTER HEALTH	$2,218.07	$0.00	$2,218.07	$0.00	$0.00	$0.00	$0.00	$0.00
AETNA COMMERCIAL	$9,851.39	$0.00	$2,050.57	$1,965.07	$109.47	$0.00	$2,701.17	$3,025.11
AETNA MEDICARE	$2,882.17	$0.00	$2,587.17	$295.00	$0.00	$0.00	$0.00	$0.00
Aflac	$1,764.83	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,764.83
ALLSTATE PIP/MED PAY	$2,146.59	$0.00	$0.00	$0.00	$0.00	$2,146.59	$0.00	$0.00
AMBETTER SUPERIOR ACA	$2,287.07	$0.00	$0.00	$2,287.07	$0.00	$0.00	$0.00	$0.00
American Insurance Adminstrators/Combined Ins.	$161.83	$0.00	$0.00	$161.83	$0.00	$0.00	$0.00	$0.00
AMERIGROUP	$7,502.04	$0.00	$2,598.67	$0.00	$0.00	$114.20	$0.00	$4,789.17
AMERIGROUP MEDICARE	$2,093.77	$0.00	$0.00	$2,093.77	$0.00	$0.00	$0.00	$0.00
APWU BEECH ST	$1,670.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,670.18
AZLE MANON HEALTHARE & REHAB	$609.89	$0.00	$0.00	$244.89	$0.00	$0.00	$0.00	$365.00
Bill Patient	$106,455.84	$0.00	$0.00	$8,551.44	$7,766.37	$4,603.79	$8,275.39	$77,258.85
BLUE CROSS OF TEXAS COMMERCIAL	$49,245.51	$0.00	$31,609.41	$7,360.81	$2,690.67	$4,544.95	$0.00	$3,039.67
BLUE CROSS OF TEXAS MEDICARE	$2,050.57	$0.00	$0.00	$2,050.57	$0.00	$0.00	$0.00	$0.00
BLUE CROSS TEXAS SECONDARY	$191.32	$0.00	$0.00	$0.00	$82.01	$0.00	$109.31	$0.00
Boon-Chapman	$1,765.57	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,765.57
CARE N CARE INSURANCE	$13,782.82	$0.00	$0.00	$9,490.08	$1,935.57	$0.00	$0.00	$2,357.17
CAREFLITE	$5,579.01	$0.00	$0.00	$1,866.57	$1,866.57	$0.00	$0.00	$1,845.87
ChampVA	$265.00	$0.00	$0.00	$0.00	$0.00	$265.00	$0.00	$0.00
CIGNA 182223	$19,586.46	$0.00	$2,670.17	$4,724.74	$0.00	$7,829.41	$0.00	$4,362.14
CIGNA HEALTHSPRING STAR PLUS MCD	$2,943.67	$0.00	$0.00	$2,943.67	$0.00	$0.00	$0.00	$0.00
COMMUNITY HOSPICE FORT WORTH	$2,610.17	$0.00	$0.00	$2,610.17	$0.00	$0.00	$0.00	$0.00
COOK CHILDRENS HEALTH PLAN MCD	$14,698.78	$0.00	$2,518.17	$6,117.34	$0.00	$0.00	$0.00	$6,063.27
Fee Basis Dallas/Bonham	$7,727.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,727.68

EMERGICON
emergency medicine consultants

Payor Aging Current Payor Totals

Your Agency

Payor Aging, Current Payor	Balance Due	Current	30 Days	60 Days	90 Days	120+ Days	150+ Days	180+ Days
GALLAGHER BASSETT	$1,493.73	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,493.73
GEHA	$5,031.74	$0.00	$0.00	$0.00	$2,199.07	$2,832.67	$0.00	$0.00
GREAT AMERICA INSU[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
HARRIS METHODIST NORTHWEST	$1,734.03	$0.00	$0.00	$0.00	$1,866.57	$0.00	$0.00	($132.54)
HEALTHSPRING MEDICARE	$1,718.17	$0.00	$0.00	$1,718.17	$0.00	$0.00	$0.00	$0.00
HEART TO HEART HOSPICE OF TEXAS	$1,843.57	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,843.57
HUMANA Medicare	$3,643.54	$0.00	$2,418.57	$0.00	$0.00	$0.00	$0.00	$1,224.97
Law Office of David B Cantu	$615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$615.00
LOUISIANA DEPT OF HEALTH	$1,958.57	$0.00	$0.00	$1,958.57	$0.00	$0.00	$0.00	$0.00
MAESTRO HEALTH	$2,901.67	$0.00	$0.00	$0.00	$0.00	$2,901.67	$0.00	$0.00
Medicaid	$2,992.99	$0.00	$2,633.17	$399.82	$0.00	$225.00	$0.00	($265.00)
Medicare	$90,004.08	$0.00	$26,403.07	$28,509.41	$13,628.22	$4,499.74	$4,295.69	$12,667.95
Molina Healthcare Of Texas	$2,165.57	$0.00	$2,165.57	$0.00	$0.00	$0.00	$0.00	$0.00
Old Surety Life	$105.66	$0.00	$0.00	$0.00	$0.00	$0.00	$105.66	$0.00
OSCAR INSURANCE CO OF TX	$2,989.67	$0.00	$0.00	$0.00	$2,989.67	$0.00	$0.00	$0.00
PHCS INTERGRA BMS	$2,805.67	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,805.67
Private Pay	$213,763.83	$0.00	$16,689.39	$14,514.22	$33,224.28	$22,660.93	$30,137.14	$96,537.87
Resident Write Off	$15,842.42	$0.00	$10,705.08	$5,312.34	($175.00)	$0.00	$0.00	$0.00
SCOTT AND WHITE MEDICARE	$4,246.74	$0.00	$4,246.74	$0.00	$0.00	$0.00	$0.00	$0.00
SEDGWICK	$1,942.07	$0.00	$0.00	$0.00	$1,942.07	$0.00	$0.00	$0.00
SOUTHWESTERN HEALTH RESOURCES	$20,311.36	$0.00	$13,395.85	$5,197.34	$1,718.17	$0.00	$0.00	$0.00
Texas Children's Health Plan	$2,241.07	$0.00	$2,241.07	$0.00	$0.00	$0.00	$0.00	$0.00
The Loomis Company	$2,121.07	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,121.07
TML AUTO CLAIMS	$1,209.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,209.97
TRICARE EAST REGION	$4,752.74	$0.00	$4,752.74	$0.00	$0.00	$0.00	$0.00	$0.00
UHC COMMUNITY PLAN	$2,610.17	$0.00	$2,610.17	$0.00	$0.00	$0.00	$0.00	$0.00
UHC MEDICARE RPL	$9,996.08	$0.00	$5,105.34	$4,890.74	$0.00	$0.00	$0.00	$0.00
UMR	$2,897.67	$0.00	$0.00	$2,897.67	$0.00	$0.00	$0.00	$0.00
UNITED HEALTH CARE MCR RPL	$7,140.51	$0.00	$0.00	$7,140.51	$0.00	$0.00	$0.00	$0.00
UNITED HLTH CARE	$29,803.09	$0.00	$6,872.31	$6,163.27	$4,245.64	$1,618.92	$0.00	$10,902.95

EMERGICON
emergency medicine consultants

Payor Aging Current Payor Totals

Your Agency

Payor Aging, Current Payor	Balance Due	Current	30 Days	60 Days	90 Days	120+ Days	150+ Days	180+ Days
VHA Office of Community Care	$11,866.95	$0.00	$0.00	$0.00	$6,516.21	$2,924.67	$208.00	$2,218.07
Wellcare	$2,357.17	$0.00	$2,357.17	$0.00	$0.00	$0.00	$0.00	$0.00
WELLCARE MEDICAID	$2,218.07	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,218.07
WELLMED- MCR	$10,134.68	$0.00	$4,982.74	$2,343.77	$0.00	$0.00	$0.00	$2,808.17
WPS TRICARE FOR LIFE	$300.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300.79
ZZAARP MEDICARE COMPLETE	$2,633.17	$0.00	$2,633.17	$0.00	$0.00	$0.00	$0.00	$0.00
Your Agency	**$737,040.87**	**$0.00**	**$159,097.55**	**$133,905.95**	**$84,217.08**	**$57,167.54**	**$46,082.36**	**$256,570.39**
Grand Totals	**$737,040.87**	**$0.00**	**$159,097.55**	**$133,905.95**	**$84,217.08**	**$57,167.54**	**$46,082.36**	**$256,570.39**

EXHIBIT B
PAYMENT TERMS

The City will pay the Contractor a fixed fee of the total amount collected and not to exceed the amount listed in Article II of this Contract. In consideration of the Automated Ambulance Billing, Accounts Receivable, Delinquent Account Collections, and Responding to Requests for Medical Records services performed, the City will pay the Contractor a fixed fee of the total amount collected. The Contractor will be paid monthly upon receipt a detailed account invoice Payment will be based on a percentage of net sums received (gross receipts less refunds) by the City for deposit and upon completion of the work and written acceptance by the City. There is no charge for travel and training related expenses. There is no up charge for credit cards.

EMERGICON
emergency medical billing

QUOTE

SEPTEMBER 20, 2021

Emergicon
98 State Hwy 205
Terrell, TX 75160
cturner@emergicon.com

TO Josie Urrutia
City of College Station
610 University Drive East
College Station, TX 77840

DESCRIPTION	UNIT PRICE
Base Commission Rate – EMS claims	5%
Recovery Rate (After 150 days)	16%
EMERGIFIRE fire claims	15%

THANK YOU FOR YOUR BUSINESS!

Texas Ambulance Service Supplemental Payment Program (TASSPP)

Supplemental Payment Program Services. In consideration of the professional services performed by Contractor under the terms of this Agreement for the Supplemental Payment Program Services, the City shall pay Contractor for services performed according to a tiered fee structure. The fee paid by the City will be based on the City's total Medicaid and uninsured charges for the corresponding federal fiscal year for the claim for supplemental reimbursement.

Tiered Pricing Structure for Supplemental Payment Program Contracted Services

Medicaid & Uninsured Charges for Fiscal Year	Contingency Fee
>$2,000,000	6.0%
>$1,000,000 to $2,000,000	9.0%
>$500,000 to $1,000,000	12.0%
$0 to $500,000	15.0%

The contingency fee will be charged based on the new revenues realized through the supplemental payment programs.

EXHIBIT C
CERTIFICATES OF INSURANCE

October 28, 2021
Item No. 8.7.
Master Purchase Agreement Renewal #2 with the Reynolds Company

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the second renewal of the Master Agreement between the City of College Station and The Reynolds Company (TRC) for the purchase of Rockwell Automation products and services for maintenance of Water Services Department SCADA infrastructure for a not to exceed amount of $150,000.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City entered into Master Agreement with the TRC in 2019. The master agreement extensions are considered on one-year terms with a provision with the mutual consent of both parties to renew the same terms and conditions up to four additional years, for a total of five years. The City entered a similar Master Agreement with Reynolds Company in 2014, and subsequently entered into each of the four additional year extensions.

This item is to consider the second one year extension of the 2019 Master Agreement. The agreement enables the Water Services Department to purchase Rockwell Automation products and services, under an umbrella contract with the TRC. This contract establishes terms and pricing, with discounts applied to normal retail pricing for equipment, and provides a purchasing structure that will function similar to a “Buy Board.”

Water Services has standardized on Rockwell Automation software and equipment in the Supervisory Control and Data Acquisition (SCADA) system, to monitor and control the water production, water distribution, and wastewater treatment plants. This ensures we minimize spare part inventories while maximizing efficiencies by streamlining training and maintenance requirements since many of the Rockwell Automation components are compatible and integrate easily into the new control system. The products available for purchase include all the software modules necessary to support and enhance the system, hardware components consist of all necessary items ranging from the smallest terminal blocks to the Programmable Automation Controllers. The services available include on-site field engineering support, ongoing training, network design and cyber security, machine reliability analysis, and systems design. This gives the City a balanced approach to system design, operations and maintenance.

Since Rockwell Automation uses specified distributors to market their products, we must go through the TRC to purchase Rockwell products. The contract specifies an annual maximum of $150,000 which will be adequate to keep the SCADA system in top working order. Since the SCADA system is a vital component of the Water Services Department, staff recommends approval.

Budget & Financial Summary: Funding is available for this agreement through the operational budget in the Water Operations and Wastewater Operations. All purchased made under this contract will follow normal procurement rules.

Attachments:

1. Agreement

****

RENEWAL (2) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 20300063 Master Agreement for Rockwell Automation Products and Services, in accordance with all terms and conditions previously agreed to an accepted, for an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars ($150,000.00).

I understand this renewal agreement will be for the period beginning November 1, 2021, through November 1, 2022. This is the second of four renewal options available.

D. REYNOLDS COMPANY, LLC
dba THE REYNOLDS COMPANY

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

CITY OF COLLEGE STATION

By:_____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Asst. City Manager/CFO
Date: _____

October 28, 2021
Item No. 8.8.
Annual Price Agreement for the Purchase of Type "D" Hot Mix Asphalt

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of an annual price agreement for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews or to be delivered to the job site as requested for the maintenance of streets to BPI Materials LLC for $1,200,000 and Knife River Corporation - South for $800,000. The total annual not to exceed expenditure is $2,000,000.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

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

Summary: On September 30, 2021, in response to bid #21-070, the City received three competitive sealed bids for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews or delivered to specific job sites. The City requested quotes for semi-annual and annual estimates, and decided to award based on the annual pricing. Bid award will be made to a Primary and Secondary Supplier (a 60/40 split) for the total annual estimate of $2,000,000. Should the primary vendor fail to deliver in accordance with the bid specifications, the City reserves the right to procure the materials from the secondary vendor.

BPI Materials LLC was the lowest responsible bidder and was recommended for a primary award. Pricing is for an estimated 15,000 tons at $58.00 per ton to be picked up by city crews and an estimated 10,000 tons at $63.50 per ton to be delivered to the job site for a total not to exceed amount of $1,200,000. Any after hours, or emergency start-up costs will be paid from this not to exceed amount. This product will be bid on an annual basis.

The second lowest bidder was removed from consideration as they are outside the delivery area of 40 miles as required in the bid specification. This requirement is in place to ensure the proper temperature of the material at the time of installation.

Knife River Corporation - South is being recommended for a secondary award of an annual price agreement of 7,000 tons at $61.35 per ton to be picked up by city crews and an estimated 5,572.18 tons at $66.50 per ton to be delivered to the job site for a total not to exceed amount of $800,000. This award will provide an alternate source of Type D Hot Mix when Knife River cannot supply the City's asphalt due to plant downtime. Any after hours, or emergency start-up costs will be paid from this not to exceed amount. This product will be bid on an annual basis.
This price agreement will support the maintenance operations in the Street Maintenance Division.

HMAC Type D is the primary material used in the repair of asphalt pavement streets.

Budget & Financial Summary: Funds are budgeted and available in the Roadway Maintenance Fund.

Attachments:

1. 21-070 bid tabulation

ITB#21-070 HOT MIX TYPE D PICK-UP AND DELIVERY
TABULATION

				Brazos Paving, Inc.		Knife River		Waller County Asphalt	
				(Prewitt)		Corporation-South			
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Semi-Annual Estimates Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 FOB Method: To be picked up by COCS Crews	9,000	Tons	$58.00	$522,000.00	$61.35	$552,150.00	$63.00	$567,000.00
2	Semi-Annual Estimates Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 FOB Method: To be Delivered to job site as requested.	6,000	Tons	$63.50	$381,000.00	$66.50	$399,000.00	$63.00	$378,000.00
3	Annual Estimates Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 FOB Method: To be picked up by City Crews	15,000	Tons	$58.00	$870,000.00	$61.35	$920,250.00	$63.00	$945,000.00
4	Annual Estimate Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 FOB Method:To be Delivered to job site as requested.	10,000	Tons	$63.50	$635,000.00	$66.50	$665,000.00	$63.00	$630,000.00
5	Emergency Requests after 6:00 p.m. Monday thru Friday or anytime Saturday and Sunday Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 FOB Method:To be picked up by City Crews	1	EA	$1,000.00	$1,000.00	$1,500.00	$1,500.00	No Bid	
6	Emergency Requests after 6:00 p.m. Monday thru Friday or anytime Saturday and Sunday Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 FOB Method:To be Delivered to job site as requested.	1	EA	$1,200.00	$1,200.00	$1,500.00	$1,500.00	No Bid	
7	Vendor Mileage from College Station Public Work Operations, 300 William King Cole, College Station TX 77842. Please provide your answer in the "Estimated Price" field.	1	Miles	$12.00	$12.00	$12.50	$12.50	$10.35	$10.35
				Total Price	**$2,410,212.00**	**Total Price**	**$2,539,412.50**	**Total Price**	**$2,520,010.35**
			Mileage per Google		**12.50**		**12.60**		**56.00**

October 28, 2021
Item No. 8.9.
Approval of the 2021 Property Tax Roll in the amount of $54,446,371.84.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of the 2021 Property Tax Roll in the amount of $54,446,371.84.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends approval of the 2021 Property Tax Roll in the amount of $54,446,371.84.

Summary: Section 26.09 (e) of the Texas Property Tax Code mandates formal approval of the Tax Roll by the City Council as the final step in the process of establishing the tax roll for the new year. The tax roll consists of the Maintenance and Operations levy and the Interest and Sinking fund levy.

Budget & Financial Summary: The tax roll that will be generated by the tax rate of $0.534618 per $100 assessed valuation is $54,446,371.84. This tax rate was adopted by the City Council on August 12, 2021.

Attachments:
1. C2 2021 Levy Totals
2. C2 2021 Levy Notification

Land	Value			
Homesite:	1,563,289,743			
Non Homesite:	1,787,257,269			
Ag Market:	125,127,996			
Timber Market:	0	**Total Land**	(+)	3,475,675,008

Improvement	Value			
Homesite:	4,632,006,096			
Non Homesite:	4,239,927,380	**Total Improvements**	(+)	8,871,933,476

Non Real	Count	Value			
Personal Property:	2,894	571,329,552			
Mineral Property:	1,537	2,542,007			
Autos:	0	0	**Total Non Real**	(+)	573,871,559
			Market Value	=	12,921,480,043

Ag	Non Exempt	Exempt			
Total Productivity Market:	122,334,411	2,793,585			
Ag Use:	786,085	3,207	**Productivity Loss**	(-)	121,548,326
Timber Use:	0	0	**Appraised Value**	=	12,799,931,717
Productivity Loss:	121,548,326	2,790,378			
			Homestead Cap	(-)	11,702,553
			Assessed Value	=	12,788,229,164
			Total Exemptions Amount (Breakdown on Next Page)	(-)	2,332,646,936
			Net Taxable	=	10,455,582,228

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	24,054,173	21,719,756	91,739.05	93,152.24	98			
OV65	1,129,313,980	944,762,015	3,624,195.15	3,662,237.22	3,581			
Total	1,153,368,153	966,481,771	3,715,934.20	3,755,389.46	3,679	**Freeze Taxable**	(-)	966,481,771
Tax Rate	0.5346180							
						Freeze Adjusted Taxable	=	9,489,100,457

Levy Info			
M&O Rate:	0.3181760	M&O Tax:	32,403,564.09
I&S Rate:	0.2164420	I&S Tax:	22,042,807.75
Protected I&S Rate:	0.0000000	Protected I&S Tax:	0.00
		Ag Penalty:	0.00
		PP Late Penalty:	0.00
		Late Correction Penalty:	0.00
		Total Levy	54,446,371.84
Tax Increment Finance Value:			0
Tax Increment Finance Levy:			0.00

Kristeen Roe, CTA, PCC
Brazos County Tax Assessor/Collector
4151 County Park Ct.
Bryan, TX 77802
979-775-9930
979-775-9938 - Fax

October 11, 2021

Honorable Karl Mooney, Mayor
City of College Station
P. O. Box 9960
College Station, TX 77842

RE: Certification of 2021 Levy

Dear Mayor Mooney:

Please place approval of the 2021 tax levy on the next city council agenda. Enclosed with this correspondence is the calculated 2021 levy for the City of College Station.

Approval of the Levy as provided in Sec. 26.09 (e) is the final step in the creation of the tax rolls for the county. Please contact me if you have any questions concerning the information.

Respectfully,

Kristeen Roe

Kristeen Roe, CTA, PCC
Tax Assessor/Collector
Brazos County, Texas

October 28, 2021
Item No. 8.10.
Change Order No. 1 Renovation of 1207 Texas Professional Services Contract

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of $85,000 to the professional services contract with Kirksey Architects, Inc. for the Renovation of 1207 Texas Avenue Project.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City has hired an architect to design the renovation of 1207 Texas Ave (former Fire Station) to house the Economic Development and Tourism Department once the new city hall is complete. The design includes renovating all mechanical, plumbing, and electrical systems, refurbishing restrooms to meet ADA requirements, as well as adding an event space in the old fire truck bays. During the conceptual design phase, several scope changes were identified, including several upgrades to the mechanical and electrical systems existing in the building, the addition of office spaces and doors, landscaping and site work surrounding the building, additional building facade design, and additional finishes to the interior of the building. These scope changes require an increase to the architect's fee in the amount of $85,000.

Budget & Financial Summary: Budget in the amount of $1,000,000 is currently appropriated for this project in the Hotel Occupancy Tax Fund. A total of $150,021 has been expended or committed to date, leaving a balance of $849,979 for this change order and future expenses.

Attachments:
1. Kirksey Change Order #001

CHANGE ORDER NO. 1 DATE: 10/20/2021 Contract No. 21300349
P.O.# 21203114-00 PROJECT: 1207 Renovations

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
Kirksey Architecture
6909 Portwest drive
Houston, TX 77024
Ph: 713.426.7426
Fax: n/a

PURPOSE OF THIS CHANGE ORDER:
A. This change order is due to the scope of work increase with the added exterior fascade, MEP Systems, interior finishes, reconfigured floorplan floorplan, and additional doors,

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1		Design Services				$85,000.00
2						
3						
					TOTAL	$85,000.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 57.7% INCREASE

LINE 1 (acct./work order number)	$85,000.00		
LINE 2 (acct./work order number)			
LINE 3 (acct./work order number)			
TOTAL CHANGE ORDER	$85,000.00		
ORIGINAL CONTRACT AMOUNT	$149,000.00		
CHANGE ORDER #1	$85,000.00	57.0%	CHANGE
REVISED CONTRACT AMOUNT	$234,000.00	57.0%	TOTAL CHANGE
ORIGINAL CONTRACT TIME	0	Days	
Time Extension No. 1		Days	
Revised Contract Time	0	Days	
SUBSTANTIAL COMPLETION DATE	N/A		
REVISED SUBSTANTIAL COMPLETION DATE	N/A		

APPROVED

A/E CONTRACTOR Date

CONSTRUCTION CONTRACTOR Date

PROJECT MANAGER Date

CITY ENGINEER Date

DEPARTMENT DIRECTOR Date

ASST CITY MGR - CFO Date

CITY ATTORNEY Date

CITY MANAGER Date

Houston + Austin

Kirksey ARCHITECTURE

6909 Portwest Drive
Houston Texas 77024
713 850 9600
Kirksey.com

proposal
v4

CLIENT City of College Station
PROJECT College Station 1207 Texas Ave Renovation
KIRKSEY PROJECT # 2017058.001

This Proposal is by and between Kirksey Architects, Inc. d/b/a Kirksey ("Architect") and Client. Client wishes to retain Kirksey to provide services in connection with the Project described as follows:

Renovation of approximately 16,500 square foot existing building at 1207 Texas Avenue, College Station Texas for offices and public event space.

1 SERVICES

The specific Basic Services proposed by the Architect and the initial assumptions made with respect to the provision of such services are described in the **Scope of Services** attachment. Additional or specifically excluded services may also be described in the **Scope of Services** and the **Terms and Conditions**.

2 COMPENSATION AND PAYMENT

The consideration payable to the Architect for the Architect's services and reimbursable expenses and the times and method of payment are set forth in the **Compensation** attachment and the **Terms and Conditions** attachment.

3 SCHEDULE OF SERVICES

The schedule for performance of the Architect's services is set forth in the **Schedule** attachment and the **Terms and Conditions** attachment.

4 TERMS AND CONDITIONS OF SERVICE

Other terms and conditions of service are set forth in the **Terms and Conditions** attachment.

Upon execution, the Architect is authorized to proceed with services under the terms, conditions, and parameters contained herein. This Proposal may be amended only in writing with the signature of both parties, although the parties acknowledge that these terms, conditions, and parameters may later be converted to an appropriate AIA form agreement or other document.

KIRKSEY ARCHITECTS, INC.	**CITY OF COLLEGE STATION**
By: Janis Brackett	By:
Title: Executive Vice President	Title:
Date: 20 October 2021	Date:

1 GENERAL

The specific Basic Services to be provided by the Architect, and the initial assumptions made with respect to the provision of such services, are described below. Services not identified as Basic Services constitute Additional Services for which additional compensation may be due.

2 INITIAL ASSUMPTIONS

Renovation of approximately 16,500 square foot existing building at 1207 Texas Avenue, College Station Texas for offices and public event space.

The project scope is based on the Conceptual Design/Schematic Design set issued August 6, 2021, and cost estimate dated September 13, 2021. The complexity and scope increase since project inception are reflected in the increased fees and construction cost.

Construction budget is $2,900,000.
Client will hire a Construction Manager at Risk; CMAR will provide updated pricing no later than three weeks after Design Development issue.

Initial scope performed under Contact 21300349, for COCS Project HM2100; schedule per Article III.

3 BASIC SERVICES

The Architect's Basic Services consist of those described herein and include services of the following consultants:

Structural Engineering; MEP Engineering; Civil Engineering; Landscape Architecture Design; and Low-voltage System Design (AV, IT and Security) for the event space.

The Basic Services to be provided by each consultant, including site visits, shall be as stated in the consultant proposals.

3.1 SCHEMATIC DESIGN PHASE SERVICES

3.1.1 The Architect shall review and evaluate general parameters for the Project and thereafter confirm with the Client the requirements for the Project, including the cost of work. Based upon the agreed-upon requirements, the Architect shall prepare Schematic Design Documents illustrating the scale and relationship of Project components. The documents may consist, each as appropriate or agreed, of drawings and other documents including a site plan, and preliminary building plans, sections and elevations as well as a combination of study models, perspective sketches, or digital modeling. The Architect shall submit the Schematic Design Documents to the Client for the Client's written approval.

3.2 DESIGN DEVELOPMENT PHASE SERVICES

3.2.1 The Architect shall consider, if any, the Client's revision of Project requirements or changes in the cost of work. Based upon the agreed-upon requirements and approved Schematic Design Documents, the Architect shall prepare Design Development Documents further refining the Schematic Design. The documents may consist, each as appropriate or agreed, of drawings and other documents including plans, sections, elevations, typical construction details, and

diagrammatic layouts of building systems, as well as outline specifications identifying major materials and systems. The Architect shall submit the Design Development Documents to the Client for the Client's written approval.

3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.3.1 The Architect shall consider, if any, the Client's revision of Project requirements or changes in the cost of work. Based upon the agreed-upon requirements and approved Design Development Documents, the Architect shall prepare Construction Documents further refining the Design Development Documents and consisting of drawings and specifications setting forth the quality levels of materials and systems and other requirements for construction of the work. The Architect shall submit the Construction Documents to the Client for the Client's written approval.

3.4 NEGOTIATION PHASE SERVICES

3.4.1 The Architect shall assist the Client by distributing proposal documents to prospective contractors, organizing and participating in selection interviews, and participating in negotiations, as reasonably requested. The Architect shall consider requests for substitutions, if permitted, and thereafter prepare and distribute addenda identifying approved substitutions to prospective contractors.

3.5 CONSTRUCTION PHASE SERVICES

3.5.1 The Architect's responsibility to provide Construction Phase Services commences with the award of the contract for construction and terminates at the earlier of the issuance of the final certificate for payment or 60 days after the date of substantial completion.

3.5.2 The Architect shall not have control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, nor shall the Architect be responsible for the contractor's failure to perform or for acts or omissions of the contractor or of any other persons or entities performing the work.

3.5.3 Subject to the parameters below, the Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of work completed and to determine, in general, if the work observed is being performed in a manner indicating that it will be in accordance with the contract documents when fully completed. The Architect, however, shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of these visits, the Architect shall report to the Client those deviations, defects, and deficiencies observed in the work.

3.5.4 The Architect shall review and certify amounts due the contractor based upon the Architect's site visit observations and the data in each application for payment. Such certificates indicate the Architect's belief that the work has progressed to the point indicated and the quality is in accordance with the contract documents, each subject to qualification, if noted. Moreover, the issuance of a certificate for payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections of the quality or quantity of the work, reviewed construction means, methods, techniques, or sequences, reviewed requisitions or other data to substantiate the contractor's right to payment, or ascertained how or for what purpose the contractor has used funds previously paid.

3.5.5 The Architect shall review and take appropriate action upon contractor's submittals such as shop drawings but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's review shall not address the accuracy and completeness of other information such as dimensions or quantities or constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.

3.5.6 The Architect may authorize minor changes that are consistent with the intent of the Contract Documents and do not involve an adjustment in the contract sum or an extension of the time. Subject to the parameters below, the Architect shall review change orders and construction change directives for the Client's approval and execution.

3.5.7 Subject to the parameters below, the Architect shall conduct an inspection to determine (1) the date or dates of substantial completion and issue certificates of substantial completion and (2) the date of final completion and issue a final certificate for payment.

3.5.8 The following Construction Phase Services shall be provided as Basic Services subject to the following limits:

15 site visits by the Architect during construction, which is assumed to be 7 months
1 review(s) of each shop drawing, product data item, sample, and similar submittal
1 inspection(s) to determine substantial completion
1 inspection(s) to determine final completion

The Architect shall notify the Client once these limits are reached, and any subsequent services shall be provided as Additional Services.

4 ADDITIONAL SERVICES

4.1 Any service not identified as a Basic Service constitutes an Additional Service for which additional compensation may be due and a schedule adjustment may be appropriate. The Architect shall notify the Client of the need for an Additional Service and obtain the Client's written approval. Examples of Additional Services include services necessitated by changes in the initial information or project scope, revisions from prior approvals, or changes needed due to changes in codes, laws, or regulations.

4.2 If services have not been completed within 15 months of the date of execution through no fault of the Architect, services provided beyond that time shall be Additional Services.

4.2.1 Once design documents are approved by Client for each respective phase of design (Schematic, Design Development, and Construction Documents, or phases defined in this proposal), revisions to each subsequent respective phase shall be Additional Services. For clarity, revisions that are Additional Services include: services necessitated by a change in the Initial Information, changes from previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

4.3 Architect's cost estimates, if any, are issued as professional opinion and are not guaranteed. Any services required for estimates of cost of work should be performed by a cost consultant.

Further, to the extent that Client requires Architect to make revisions to Design Development Documents or Construction Documents due to inaccuracies or errors in cost estimates prepared by others, or value engineering, such revisions shall be Additional Services.

Kirksey ARCHITECTURE

compensation

1 GENERAL

The consideration payable to the Architect for the Architect's Basic Services is set forth below. The Architect's compensation for Consultant Services, Additional Services and Reimbursable Expenses as well as the terms of payment for any services or expenses are as provided in the Terms and Conditions.

2 BASIC SERVICES COMPENSATION

Schematic Design (Conceptual Design)	29,800 – completed
Design Development (Preliminary Design)	45,080
Construction Documents (Final Design)	65,520
Bid/Negotiation/Permit	11,700
Construction Administration	81,900
Total	$234,000

1 GENERAL

The Architect will create an initial schedule for performance of the Architect's Basic Services. The initial schedule may subsequently be refined or adjusted as the scope and other parameters are developed. Moreover, while time limits established by the schedule shall not generally be exceeded, the schedule may subsequently be extended as reasonably required due to the exercise of the Standard of Care, as a result of factors or conditions not the fault of the Architect, or other reasonable cause. Additional terms pertinent to the schedule and Architect's performance thereunder are as provided in the Terms and Conditions.

2 SCHEDULE FOR BASIC SERVICES

Schedule per Article III of Contact 21300349, for COCS Project HM2100.

1 ARCHITECT'S SERVICES

1.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the " Standard of Care"); no higher or lower standard is intended, and this Standard of Care shall be used to determine Architect's compliance with any and all obligations, statements, representations, or requirements under the Architect's proposal or parties' agreement (hereafter, "Agreement"). Further, no warranties, either express or implied, are given or made by the Architect.

1.2 The Architect shall perform its services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Upon the Client's request, Architect shall submit a schedule for Architect's services that may be adjusted as the Project proceeds and includes time allowances for the Client's review and approval by authorities having jurisdiction over the Project.

1.3 Services in addition to those described as Basic Services and services that result from significant changes in the Project's scope, size, quality, complexity, schedule, or method of contracting (collectively, "Additional Services") will be provided if and as agreed in writing. Any changes or modifications requested by Client, public agencies, the contractor, or other third parties on behalf of the Client after Client's approval of plans or made necessary by information not previously available to Architect shall be considered Additional Services.

2 CLIENT'S RESPONSIBILITIES

2.1 The Client shall provide full information for the Project, including: if not a part of Architect's services, a program that sets forth objectives, schedule, constraints and criteria; record plans of existing facilities; a written legal description of the site; and surveys describing physical characteristics, legal limitations, and utility locations. The Client shall also designate a representative authorized to act on the Client's behalf and render decisions in a timely manner.

2.2 The Client shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, geotechnical testing, and other laboratory and environmental tests, inspections, and reports; the Client may also furnish the services of other consultants. In all instances, the Architect may rely upon documents or other work product provided by or through the Client, and the Client shall indemnify and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) that result from said reliance.

2.3 The Client shall provide Architect with access to the site at all reasonable hours and provide professional credit to the Architect on the Project sign and in promotional materials. The Client also authorizes Architect to photograph the Project and to include representations of the design, including photographs, among Architect's promotional and professional materials.

2.4 The Client shall provide the Architect with the proposed language of certificates or certifications at least 14 days prior to the date of execution and shall not require Architect to execute certifications that require knowledge or services beyond the scope of the Agreement.

2.5 The Client shall give prompt written notice to Architect if Client becomes aware of any error, omission, fault, defect, or nonconformance in the Project, the Architect's services, or the contract documents.

2.6 When applicable to the scope of the Project, the Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project

("Work") utilizing a construction contract based on AIA A201™-2017 General Conditions of the Contract for Construction. In the construction contract, the Client shall require the Contractor to: (1) obtain Commercial General Liability Insurance and name the Client, the Architect, and the Architect's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless the Client, the Architect, and the Architect's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

2.7 The Client has the right to retain its own consultants and contractors ("Client's Consultants" to perform services on the Project. In addition, the Client shall furnish the services of design professionals other than those designated as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Architect shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by the Client, its Designated Representative, and the Client's Consultants. The Architect shall have no responsibility for the technical content of the Client's Designated Representative's and Client's Consultants' services and information but shall provide prompt written notice to the Client if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

Kirksey ARCHITECTURE

3 COMPENSATION AND REIMBURSABLE EXPENSES

3.1 Architect shall be compensated for Basic Services by stipulated sum, percentage of construction cost, hourly based upon time expended by Architect, or as otherwise agreed. Compensation for Basic Services performed by Architect's consultants shall be the amount billed the Architect for such services.

3.2 Compensation for Additional Services will be on an hourly basis unless otherwise agreed. Compensation for Additional Services performed by Architect's consultants shall be the amount billed the Architect for such services times a multiple of 1.15.

3.3 Where compensation is on an hourly basis, the Architect's hourly rates are as follows:

Principal Team Member ..... $250—$275 per hour
Senior Team Member..... $175—$225 per hour
Team Member ..... $105—$165 per hour
Team Assistant.....$95 per hour

The hourly rates for Architect's consultants shall be as shown on their respective proposals. Further, all rates may be adjusted annually.

3.4 Reimbursable expenses are in addition to compensation and include a multiple of 1.15 times actual expenditures made by Architect in the interest of the Project.

3.5 Reimbursable expenses include: out-of-town transportation and living expenses; mileage at approved rates; long distance and cellular phone charges; photocopying, plotting, printing, and reprographic and photographic services; preparation of specifications by outside consultants; shipping and delivery charges; plan checking, building permits or other fees assessed by any authority; fees of special consultants if contracted for Architect with the Client's approval; the expense of work requiring higher than regular rates if authorized in advance; perspectives or models for the Client's use; and printing, typesetting, art and model supplies, and other costs incurred in the preparation of specifications, brochures or other promotional type materials.

3.6 Reimbursable expenses also include the expense (billed at cost) of professional liability insurance dedicated exclusively to the Project and the expense of additional insurance coverage requested by Client in excess of that normally carried by the Architect or its consultants.

4 PAYMENT

4.1 Invoices shall be sent monthly in proportion to services performed and reimbursable expenses incurred. Client objections to an invoice must be stated in writing within 15 calendar days of receipt, and all undisputed portions shall be paid to Architect without delay. No deductions shall be made due to liquidated damages or on account of changes in the work other than those for which Architect has been found liable.

4.2 Payment is due upon receipt. On projects with more than one phase, full payment for each phase is required at the completion of such phase. Interest shall accrue on amounts due and unpaid starting 30 days after invoice date at prime lending rate plus 2% until paid; in no event shall the interest rate exceed the maximum allowed by law. Moreover, if payment is not made within 45 days, Architect shall have the right to suspend performance pending payment. In any event, prior to issuance of a final certificate for payment, Client shall make final payment for all services performed and expenses incurred.

4.3 Records relating to hourly services and reimbursable expenses shall be available at mutually convenient times. Documentation will be made available for reimbursable items over $25.00, and Architect will invoice at hourly rates when assembling or preparing highly detailed reports.

5 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

5.1 The drawings, specifications, and other documents prepared for the Project are Instruments of Service for use solely on the Project. Architect shall be deemed the author or creator of these documents and shall retain all common law, statutory, and other rights, including copyright.

5.2 The Client may retain copies of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project; however, the Instruments of Service furnished to Client or other entities or individuals intended or permitted by Client to receive the Instruments of Service ("Third Party Recipients") may not be used and shall be returned to Architect upon demand should Client fail to compensate Architect. Further, the Instruments of Service shall not be used on other projects or for additions to this Project except by agreement in writing and/or with appropriate compensation.

5.3 If documents are provided in electronic media, such as CADD or BIM files, or other digital files, the Architect shall establish a process and protocol for the use and exchange of these digital files, including by email. The Client agrees that the provision of electronic media is solely as a convenience and for the limited purpose of serving as a reference for the use and occupancy of the Project. Said electronic media may deteriorate or be modified, either inadvertently or otherwise, without authorization or being detected, and no warranties are given regarding the accuracy, completeness, or readability of the information. Moreover, the Client shall indemnify, defend, and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) that result from inaccuracies, errors or defects in the electronic documents caused or introduced by the transmission, retransmission, conversion, reformatting, or reproduction of the Instruments of Service by Client or its Third Party Recipients.

5.4 The use or distribution of the Instruments of Service by those other than Architect and any alterations or modifications to such documentation shall be at the user's own risk. Moreover, the Client shall indemnify, defend, and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) that result from the Client's or its Third Party Recipients' use, misuse, alteration, or modification of these documents.

6 OTHER QUALIFICATIONS

6.1 Evaluations of any budget and estimates of project cost, if any, prepared by the Architect represent Architect's reasonable judgment as a design professional. Neither Architect nor Client has control over the cost of labor, materials, furniture, fixtures, or equipment or over competitive bidding, market, or negotiating conditions, and bids or negotiated prices may ultimately vary from the project budget or any estimate prepared or agreed to by Architect. Further, no fixed limit of project cost is established by the furnishing, proposal, or existence of a project budget.

6.2 Where applicable, the Project may be reviewed for compliance with the Americans with Disabilities Act of 1990 or its state-level equivalent. Those regulations are regularly refined, and their interpretation and application on actual projects may change. As a result, Architect shall not be liable for variations from information reasonably available at the time of the design of the Project, and services necessary to bring the Project into compliance with subsequent regulations or interpretations shall be performed as Additional Services. Further, the Client will help Architect

meet these obligations and will provide signatures or review fees upon request. The Client shall also indemnify and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) due to noncompliance caused by the Client's acts or failures to act.

6.3 Where applicable, the Project may be submitted for LEED certification or other sustainable goal. Such certification is, however, greatly impacted by services, actions, and decisions of the Client, contractor, and other third parties (including certifying entities), as well as budget, material, and other cost of work considerations. Accordingly, no representations or warranties are given regarding LEED or other sustainable goal certification in general, any specific certification outcome, the availability of credits, or the actual or perceived value of attaining certification. Further, the signing of certification submissions, declarations, or other documents shall be considered a Client service, the words "certify", "affirm", "declare" and the like mean only an expression of Architect's professional opinion, and no warranties or guarantees are created by such language.

6.4 If certain time and cost savings are sought through an accelerated project delivery process, the Project may be affected by such process. Potential impacts include issuing incomplete or uncoordinated construction documents for permitting, bidding, and construction. Accordingly, coordination and redesign may be necessary, as well as removal of work-in-place, each of which may require an increase in cost, an extension of the schedule, or Additional Service fees.

6.5 If the Client directs Architect to revise the construction documents to include reductions in scope or material substitution proposals made by the Contractor, the Client's consultants, or others ("value engineering"), and Architect does not recommend acceptance, the Client shall indemnify and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) that result from the Client's direction of such revisions.

6.6 If Architect or another party encounters hazardous materials (including asbestos) or should it become known such materials may be present either at the Project or upon areas that affect the Architect's services, Architect may suspend services until Client retains appropriate consultants or contractors to abate and/or remove the hazardous materials. Architect shall not be responsible for the discovery, presence, or removal of or exposure to any hazardous materials at the Project.

7 MISCELLANEOUS PROVISIONS

7.1 The Agreement may be terminated by either party with or without cause upon seven (7) days written notice. In the event of termination, Architect shall be paid compensation for services performed and reimbursable expenses incurred through the termination date and all expenses directly attributable to termination for which Architect is not otherwise compensated.

7.2 For purposes of venue, the Agreement shall be deemed performable in Houston, Texas, in all respects, and all legal actions regarding the Agreement shall be brought in the courts of Harris County, Texas. The Agreement shall be governed by the laws of the State of Texas.

7.3 Causes of action shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

7.4 The Client and Architect bind themselves, their partners, successors, assigns, and legal representatives to the other party. Neither the Client nor Architect shall assign the Agreement

without the written consent of the other. Further, nothing shall create a contractual relationship with or a cause of action in favor of a third party against either Architect or the Client, and neither Architect nor Client owes a fiduciary duty to the other.

7.5 The Client and Architect mutually waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. Moreover, in order to balance the risks taken and the benefits received by both the Client and Architect, the Architect's total liability, including that of Architect's officers, directors, employees, agents and consultants, to the Client and anyone claiming by or through the Client for any and all injuries, claims, losses, expenses, indemnity or defense obligations, damages of all types, or claim expenses arising out of or related to any negligence, errors or omissions, breach of contract, representation, or warranty, if any given, and/or any other action or inaction by Architect's officers, directors, employees, agents, and consultants in the performance of services shall not exceed Architect's billed fee or $500,000, whichever is greater. **The Client expressly agrees to such limitation of liability regardless of whether the injuries, claims, losses, expenses, indemnity or defense obligations, damages, or claim expenses were caused in whole or in part by the negligent act or omission of the Architect.**

7.6 The Architect's services shall not subject Architect's individual employees, officers, or directors to any personal legal exposure, and Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Architect, a Texas corporation, and not against its employees, officers, or directors.

7.7 Where the Agreement is entered into subsequent to the Architect's start of services: the Agreement shall govern all services provided by Architect for the Project whether initiated or performed prior or subsequent to execution of the Agreement; the effective date shall be deemed to be the first date when any such services were so provided by Architect; and the Agreement shall supersede and replace any and all prior agreements whether written or oral.

October 28, 2021
Item No. 8.11.
City Participation in Global Opioid Settlement

Sponsor: Carla Robinson, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding: approval of a resolution to support the adoption and approval of the Texas Opioid Abatement and Fund Council and Settlement Allocation Term Sheet, approval of a Settlement Participation Form electing to participate in the "Distributor Settlement" and releasing all claims, approval of a Settlement Participation Form electing to participate in the "Janssen Settlement" and releasing all claims; and authorization for the Mayor to execute all documents on behalf of the City.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the Resolution, approval of the two Settlement Participation Forms, and authorization for the Mayor to execute all documents on behalf of the City.

Summary: The State of Texas, as part of a broad coalition of states and subdivisions, has reached a final settlement of litigation against Johnson and Johnson (a manufacturer of opioids), and AmerisourceBergen, Cardinal Health, and McKesson (distributors of opioids), for their role in the opioid crisis. The settlement provides for $26 billion in payments to participating states and subdivisions over an 18-year period. Texas' share of the settlement proceeds is almost $1.5 billion. The settlement funds must be used to support a wide variety of strategies to fight the opioid crisis. The funds are to be distributed through the Texas Opioid Abatement and Fund Council and Settlement Allocation Term Sheet ("Texas Term Sheet"). Subdivisions such as the City of College Station may choose to participate in the settlement by approving the Texas Term Sheet and executing the Settlement Participation Forms releasing any claims the City may have against the manufacturer and distributors. While the final allocation of settlement funds to College Station depends on the number of subdivisions participating in the settlement, the State estimates the City of College Station, by participating in the settlement, may realize a total of more than $300,000 in settlement funds in the coming years, beginning in Spring 2022. College Station has experienced the negative effects of the opioid crisis, as have other cities, counties, and other subdivisions, both in Texas and nationwide. Settlement funds can benefit the City by providing additional resources to combat this crisis.

Budget & Financial Summary: Funds will be included in a budget amendment when received.

Attachments:
1. Opioid Subdivision Participation Form JNJ 10 14 21
2. Opioid Subdivision Settlement Participation Form 10 14 21
3. Opioid Settlement Resolution Final

EXHIBIT K

Settlement Participation Form

Governmental Entity: City of College Station	State: Texas
Authorized Official: Karl Mooney, Mayor	
Address 1: P.O. Box 9960	
Address 2: 1101 Texas Avenue	
City, State, Zip: College Station, Texas 77842	
Phone: (979) 764-3541	
Email: cmo@cstx.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity: City of College Station	State: Texas
Authorized Official: Karl Mooney, Mayor	
Address 1: P.O. Box 9960	
Address 2: 1101 Texas Avenue	
City, State, Zip: College Station, Texas 77842	
Phone: (979) 764-3541	
Email: cmo@cstx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING THE ADOPTION AND APPROVAL OF THE TEXAS OPIOID ABATEMENT AND FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET.

WHEREAS, the City of College Station has obtained information indicating that the State of Texas joined a broad coalition of states and political subdivisions in suing certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") for allegedly engaging in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these alleged actions have resulted in significant financial costs to the City of College Station; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the "Texas Term Sheet") attached hereto as Exhibit "A", approving the allocation of any and all opioid settlement funds within the State of Texas; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of the City of College Station support the adoption and approval the Texas Term Sheet in its entirety; now, therefore,

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

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

PART 2: That the City Council finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of College Station.

PART 3: That the City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet, attached hereto as Exhibit A, understanding that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the opioid litigation and to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in College Station and throughout Texas.

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

ADOPTED this 28th day of October, 2021.

ATTEST:

_____
City Secretary

APPROVED:

_____
MAYOR

APPROVED:

_____
City Attorney

EXHIBIT A

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. "The State" shall mean the State of Texas acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Texas municipality and county.
3. "The Parties" shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs' Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. "Litigating Political Subdivision" means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. "National Fund" shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. "Negotiating Committee" shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas'

Political Subdivisions (collectively, "Members"). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas' Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O'Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. "Approved Purpose(s)" shall mean those uses identified in Exhibit A hereto.
9. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions ("Subdivision Share"), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas ("State Share"). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the "Texas Opioid Fee and Expense Fund," which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.

5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

KENNETH PAXTON, JR.
ATTORNEY GENERAL

FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:

MIKAL WATTS
WATTS GUERRA LLP

JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC

DARA HEGAR
LANIER LAW FIRM, PC

DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
b. One member representing Region 3 (Houston);
c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
e. One member representing Regions 1, 2, 17, 18 (East Texas); and
f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

a. Chapter 316 of the Government Code (Appropriations);
b. Chapter 322 of the Government Code (Legislative Budget Board);
c. Chapter 325 of the Government Code (Sunset);
d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
e. Chapter 2001 of the Government Code (Administrative Procedure);
f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
h. Chapter 2262 of the Government Code (Statewide Contract Management);

i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. Transparency

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
ii. The Council may convene in a closed, non-public meeting:
    a. If the Commission must discuss:
        1. Negotiation of contract awards; and
        2. Matters specifically exempted from disclosure by federal and state statutes.
    b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. Authority

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. Executive Director

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. *Travel Reimbursement*

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.

2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.

3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total ($150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is $1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	$688	Lakeport	$463
Abernathy	$110	Lakeside	$4,474
Abilene	$563,818	Lakeside City	$222
Ackerly	$21	Lakeview	$427
Addison	$58,094	Lakeway	$31,657
Adrian	$181	Lakewood Village	$557
Agua Dulce	$43	Lamar County	$141,598
Alamo	$22,121	Lamb County	$50,681
Alamo Heights	$28,198	Lamesa	$29,656
Alba	$3,196	Lampasas	$28,211
Albany	$180	Lampasas County	$42,818
Aledo	$331	Lancaster	$90,653
Alice	$71,291	Laredo	$763,174
Allen	$315,081	Latexo	$124
Alma	$1,107	Lavaca County	$45,973
Alpine	$29,686	Lavon	$7,435
Alto	$3,767	Lawn	$58
Alton	$11,540	League City	$302,418
Alvarado	$29,029	Leakey	$256
Alvin	$113,962	Leander	$88,641
Alvord	$358	Leary	$797
Amarillo	$987,661	Lee County	$30,457
Ames	$5,571	Lefors	$159
Amherst	$22	Leon County	$67,393
Anahuac	$542	Leon Valley	$23,258
Anderson	$19	Leona	$883
Anderson County	$268,763	Leonard	$8,505
Andrews	$18,983	Leroy	$176
Andrews County	$37,606	Levelland	$46,848
Angelina County	$229,956	Lewisville	$382,094
Angleton	$62,791	Lexington	$2,318
Angus	$331	Liberty	$72,343
Anna	$9,075	Liberty County	$531,212
Annetta	$5,956	Liberty Hill	$2,780
Annetta North	$34	Limestone County	$135,684

(Table continues on multiple pages below)

Annetta South	$602
Annona	$738
Anson	$5,134
Anthony	$4,514
Anton	$444
Appleby	$1,551
Aquilla	$208
Aransas County	$266,512
Aransas Pass	$57,813
Archer City	$10,554
Archer County	$45,534
Arcola	$7,290
Argyle	$11,406
Arlington	$735,803
Armstrong County	$974
Arp	$2,009
Asherton	$112
Aspermont	$9
Atascosa County	$176,903
Athens	$105,942
Atlanta	$30,995
Aubrey	$15,141
Aurora	$1,849
Austin County	$76,030
Austin	$4,877,716
Austwell	$109
Avery	$138
Avinger	$1,115
Azle	$32,213
Bailey	$950
Bailey County	$15,377
Bailey's Prairie	$5,604
Baird	$2,802
Balch Springs	$27,358
Balcones Heights	$23,811
Ballinger	$9,172
Balmorhea	$63
Bandera	$2,893
Bandera County	$86,815
Bangs	$3,050
Lincoln Park	$677
Lindale	$24,202
Linden	$3,661
Lindsay	$1,228
Lipan	$44
Lipscomb County	$10,132
Little Elm	$69,326
Little River-Academy	$798
Littlefield	$7,678
Live Oak	$32,740
Live Oak County	$39,716
Liverpool	$1,435
Livingston	$73,165
Llano	$23,121
Llano County	$115,647
Lockhart	$49,050
Lockney	$3,301
Log Cabin	$1,960
Lometa	$1,176
Lone Oak	$1,705
Lone Star	$8,283
Longview	$482,254
Loraine	$188
Lorena	$3,390
Lorenzo	$11,358
Los Fresnos	$11,185
Los Indios	$159
Los Ybanez	$0
Lott	$1,516
Lovelady	$249
Loving County	$1,000
Lowry Crossing	$783
Lubbock	$319,867
Lubbock County	$1,379,719
Lucas	$5,266
Lueders	$508
Lufkin	$281,592
Luling	$29,421
Lumberton	$36,609
Lyford	$3,071

Bardwell	$362
Barry	$200
Barstow	$61
Bartlett	$3,374
Bartonville	$8,887
Bastrop	$46,320
Bastrop County	$343,960
Bay City	$57,912
Baylor County	$29,832
Bayou Vista	$6,240
Bayside	$242
Baytown	$216,066
Bayview	$41
Beach City	$12,505
Bear Creek	$906
Beasley	$130
Beaumont	$683,010
Beckville	$1,247
Bedford	$94,314
Bedias	$3,475
Bee Cave	$12,863
Bee County	$97,844
Beeville	$24,027
Bell County	$650,748
Bellaire	$41,264
Bellevue	$56
Bellmead	$14,487
Bells	$1,891
Bellville	$7,488
Belton	$72,680
Benavides	$152
Benbrook	$43,919
Benjamin	$951
Berryville	$14,379
Bertram	$182
Beverly Hills	$4,336
Bevil Oaks	$549
Bexar County	$7,007,152
Big Lake	$547
Big Sandy	$4,579

Lynn County	$6,275
Lytle	$7,223
Mabank	$19,443
Madison County	$49,492
Madisonville	$11,458
Magnolia	$26,031
Malakoff	$12,614
Malone	$439
Manor	$12,499
Mansfield	$150,788
Manvel	$12,305
Marble Falls	$37,039
Marfa	$65
Marietta	$338
Marion	$275
Marion County	$54,728
Marlin	$21,634
Marquez	$1,322
Marshall	$108,371
Mart	$928
Martin County	$10,862
Martindale	$2,437
Mason	$777
Mason County	$3,134
Matador	$1,203
Matagorda County	$135,239
Mathis	$15,720
Maud	$423
Maverick County	$115,919
Maypearl	$986
McAllen	$364,424
McCamey	$542
McGregor	$9,155
McKinney	$450,383
McLean	$14
McLendon-Chisholm	$411
Mcculloch County	$20,021
Mclennan County	$529,641
Mcmullen County	$1,000
Meadow	$1,121

Big Spring	$189,928
Big Wells	$236
Bishop	$8,213
Bishop Hills	$323
Blackwell	$31
Blanco	$6,191
Blanco County	$49,223
Blanket	$147
Bloomburg	$1,010
Blooming Grove	$352
Blossom	$198
Blue Mound	$2,888
Blue Ridge	$1,345
Blum	$1,622
Boerne	$45,576
Bogata	$3,649
Bonham	$100,909
Bonney	$2,510
Booker	$1,036
Borden County	$1,000
Borger	$69,680
Bosque County	$71,073
Bovina	$173
Bowie	$83,620
Bowie County	$233,190
Boyd	$6,953
Brackettville	$8
Brady	$27,480
Brazoria	$11,537
Brazoria County	$1,021,090
Brazos Bend	$462
Brazos Country	$902
Brazos County	$342,087
Breckenridge	$23,976
Bremond	$5,554
Brenham	$54,750
Brewster County	$60,087
Briarcliff	$572
Briaroaks	$57
Bridge City	$80,756

Meadowlakes	$905
Meadows Place	$18,148
Medina County	$48,355
Megargel	$611
Melissa	$15,381
Melvin	$345
Memphis	$7,203
Menard	$991
Menard County	$14,717
Mercedes	$21,441
Meridian	$3,546
Merkel	$10,117
Mertens	$239
Mertzon	$29
Mesquite	$310,709
Mexia	$21,096
Miami	$455
Midland County	$279,927
Midland	$521,849
Midlothian	$95,799
Midway	$78
Milam County	$97,386
Milano	$904
Mildred	$286
Miles	$93
Milford	$6,177
Miller's Cove	$97
Millican	$417
Mills County	$19,931
Millsap	$34
Mineola	$48,719
Mineral Wells	$92,061
Mingus	$189
Mission	$124,768
Missouri City	$209,633
Mitchell County	$20,850
Mobeetie	$52
Mobile City	$2,034
Monahans	$5,849
Mont Belvieu	$19,669

Bridgeport	$33,301
Briscoe County	$977
Broaddus	$31
Bronte	$99
Brooks County	$20,710
Brookshire	$6,406
Brookside Village	$1,110
Brown County	$193,417
Browndell	$152
Brownfield	$14,452
Brownsboro	$3,176
Brownsville	$425,057
Brownwood	$166,572
Bruceville-Eddy	$1,692
Bryan	$246,897
Bryson	$1,228
Buckholts	$1,113
Buda	$10,784
Buffalo	$11,866
Buffalo Gap	$88
Buffalo Springs	$188
Bullard	$7,487
Bulverde	$14,436
Bunker Hill Village	$472
Burkburnett	$37,844
Burke	$1,114
Burleson County	$70,244
Burleson	$151,779
Burnet	$33,345
Burnet County	$189,829
Burton	$937
Byers	$77
Bynum	$380
Cactus	$4,779
Caddo Mills	$43
Caldwell	$18,245
Caldwell County	$86,413
Calhoun County	$127,926
Callahan County	$12,894
Callisburg	$101

Montague County	$94,796
Montgomery	$1,884
Montgomery County	$2,700,911
Moody	$828
Moore County	$40,627
Moore Station	$772
Moran	$50
Morgan	$605
Morgan's Point	$3,105
Morgan's Point Resort	$8,024
Morris County	$53,328
Morton	$167
Motley County	$3,344
Moulton	$999
Mount Calm	$605
Mount Enterprise	$1,832
Mount Pleasant	$65,684
Mount Vernon	$6,049
Mountain City	$1,548
Muenster	$4,656
Muleshoe	$4,910
Mullin	$384
Munday	$2,047
Murchison	$2,302
Murphy	$51,893
Mustang	$7
Mustang Ridge	$2,462
Nacogdoches	$205,992
Nacogdoches County	$198,583
Naples	$4,224
Nash	$7,999
Nassau Bay	$11,247
Natalia	$625
Navarro	$334
Navarro County	$103,513
Navasota	$37,676
Nazareth	$124
Nederland	$44,585
Needville	$10,341
Nevada	$237

Calvert	$772
Cameron	$11,091
Cameron County	$537,026
Camp County	$28,851
Camp Wood	$422
Campbell	$1,116
Canadian	$1,090
Caney City	$2,005
Canton	$56,734
Canyon	$26,251
Carbon	$620
Carl's Corner	$48
Carmine	$385
Carrizo Springs	$1,671
Carrollton	$310,255
Carson County	$29,493
Carthage	$18,927
Cashion Community	$322
Cass County	$93,155
Castle Hills	$12,780
Castro County	$4,420
Castroville	$4,525
Cedar Hill	$70,127
Cedar Park	$185,567
Celeste	$1,280
Celina	$18,283
Center	$58,838
Centerville	$385
Chambers County	$153,188
Chandler	$17,364
Channing	$2
Charlotte	$4,257
Cherokee County	$156,612
Chester	$1,174
Chico	$2,928
Childress	$37,916
Childress County	$50,582
Chillicothe	$172
China	$522
China Grove	$598
New Berlin	$4
New Boston	$6,953
New Braunfels	$307,313
New Chapel Hill	$288
New Deal	$338
New Fairview	$2,334
New Home	$9
New Hope	$1,024
New London	$4,129
New Summerfield	$442
New Waverly	$2,562
Newark	$520
Newcastle	$914
Newton	$6,102
Newton County	$158,006
Neylandville	$163
Niederwald	$16
Nixon	$2,283
Nocona	$16,536
Nolan County	$50,262
Nolanville	$4,247
Nome	$391
Noonday	$226
Nordheim	$697
Normangee	$6,192
North Cleveland	$105
North Richland Hills	$146,419
Northlake	$8,905
Novice	$76
Nueces County	$1,367,932
O'Brien	$76
O'Donnell	$27
Oak Grove	$2,769
Oak Leaf	$612
Oak Point	$9,011
Oak Ridge	$358
Oak Ridge North	$33,512
Oak Valley	$7
Oakwood	$148
Ochiltree County	$15,476

Chireno	$1,568
Christine	$354
Cibolo	$13,690
Cisco	$7,218
Clarendon	$114
Clarksville	$20,891
Clarksville City	$54
Claude	$26
Clay County	$72,050
Clear Lake Shores	$6,682
Cleburne	$228,184
Cleveland	$96,897
Clifton	$9,939
Clint	$375
Clute	$51,350
Clyde	$17,287
Coahoma	$2,291
Cochran County	$3,389
Cockrell Hill	$512
Coffee City	$1,087
Coke County	$5,522
Coldspring	$447
Coleman	$5,442
Coleman County	$4,164
College Station	$258,147
Colleyville	$46,049
Collin County	$1,266,721
Collingsworth County	$19,234
Collinsville	$1,831
Colmesneil	$2,211
Colorado City	$8,405
Colorado County	$49,084
Columbus	$6,867
Comal County	$396,142
Comanche	$16,503
Comanche County	$50,964
Combes	$1,710
Combine	$1,892
Commerce	$33,869
Como	$415
Odem	$7,420
Odessa	$559,163
Oglesby	$29
Old River-Winfree	$21,653
Oldham County	$10,318
Olmos Park	$9,801
Olney	$6,088
Olton	$1,197
Omaha	$4,185
Onalaska	$31,654
Opdyke West	$479
Orange	$311,339
Orange County	$689,818
Orange Grove	$1,677
Orchard	$867
Ore City	$6,806
Overton	$7,900
Ovilla	$13,391
Oyster Creek	$9,633
Paducah	$125
Paint Rock	$141
Palacios	$14,036
Palestine	$178,009
Palisades	$240
Palm Valley	$1,918
Palmer	$12,666
Palmhurst	$4,660
Palmview	$7,577
Palo Pinto County	$124,621
Pampa	$67,227
Panhandle	$9,536
Panola County	$80,699
Panorama Village	$1,292
Pantego	$12,898
Paradise	$52
Paris	$201,180
Parker	$10,307
Parker County	$476,254
Parmer County	$15,866
Pasadena	$356,536

Concho County	$3,859
Conroe	$466,671
Converse	$27,693
Cooke County	$200,451
Cool	$731
Coolidge	$243
Cooper	$362
Coppell	$86,593
Copper Canyon	$489
Copperas Cove	$133,492
Corinth	$75,298
Corpus Christi	$1,812,707
Corral City	$143
Corrigan	$21,318
Corsicana	$87,310
Coryell County	$123,659
Cottle County	$875
Cottonwood	$289
Cottonwood Shores	$1,203
Cotulla	$1,251
Coupland	$266
Cove	$387
Covington	$519
Coyote Flats	$1,472
Crandall	$12,094
Crane	$10,599
Crane County	$26,146
Cranfills Gap	$128
Crawford	$383
Creedmoor	$16
Cresson	$1,086
Crockett	$23,403
Crockett County	$18,210
Crosby County	$18,388
Crosbyton	$1,498
Cross Plains	$4,877
Cross Roads	$244
Cross Timber	$542
Crowell	$6,335
Crowley	$22,345
Pattison	$1,148
Patton Village	$9,268
Payne Springs	$1,770
Pearland	$333,752
Pearsall	$11,570
Pecan Gap	$719
Pecan Hill	$229
Pecos	$7,622
Pecos County	$46,997
Pelican Bay	$1,199
Penelope	$415
Penitas	$312
Perryton	$23,364
Petersburg	$1,691
Petrolia	$17
Petronila	$5
Pflugerville	$86,408
Pharr	$144,721
Pilot Point	$11,613
Pine Forest	$3,894
Pine Island	$3,141
Pinehurst	$32,671
Pineland	$4,138
Piney Point Village	$15,738
Pittsburg	$20,526
Plains	$129
Plainview	$60,298
Plano	$1,151,608
Pleak	$270
Pleasant Valley	$308
Pleasanton	$29,011
Plum Grove	$258
Point	$1,519
Point Blank	$355
Point Comfort	$447
Point Venture	$588
Polk County	$370,831
Ponder	$1,282
Port Aransas	$31,022
Port Arthur	$367,945

Crystal City	$19,412
Cuero	$24,689
Culberson County	$789
Cumby	$5,320
Cuney	$606
Cushing	$1,120
Cut and Shoot	$2,141
DISH	$19
Daingerfield	$12,476
Daisetta	$5,370
Dalhart	$11,609
Dallam County	$21,686
Dallas County	$8,538,291
Dallas	$2,999,902
Dalworthington Gardens	$6,060
Danbury	$4,231
Darrouzett	$101
Dawson	$600
Dawson County	$46,911
Dayton	$47,122
Dayton Lakes	$38
De Kalb	$1,035
De Leon	$8,218
De Witt County	$68,895
DeCordova	$13,778
DeSoto	$72,400
Deaf Smith County	$34,532
Dean	$141
Decatur	$56,669
Deer Park	$49,388
Del Rio	$59,056
Dell City	$15
Delta County	$30,584
Denison	$210,426
Denton	$458,334
Denton County	$1,132,298
Denver City	$2,104
Deport	$42
Detroit	$965
Devers	$191

Port Isabel	$9,802
Port Lavaca	$11,752
Port Neches	$38,849
Portland	$76,517
Post	$2,332
Post Oak Bend City	$1,034
Poteet	$6,767
Poth	$3,974
Potter County	$371,701
Pottsboro	$12,302
Powell	$110
Poynor	$1,180
Prairie View	$7,600
Premont	$3,321
Presidio	$148
Presidio County	$787
Primera	$2,958
Princeton	$19,245
Progreso	$8,072
Progreso Lakes	$39
Prosper	$22,770
Providence Village	$508
Putnam	$14
Pyote	$22
Quanah	$207
Queen City	$4,837
Quinlan	$7,304
Quintana	$492
Quitaque	$8
Quitman	$15,619
Rains County	$53,190
Ralls	$3,967
Rancho Viejo	$3,836
Randall County	$278,126
Ranger	$12,186
Rankin	$1,613
Ransom Canyon	$930
Ravenna	$685
Raymondville	$7,466
Reagan County	$25,215

Devine	$4,354
Diboll	$25,533
Dickens	$71
Dickens County	$1,873
Dickinson	$83,683
Dilley	$2,633
Dimmit County	$33,294
Dimmitt	$1,012
Dodd City	$1,211
Dodson	$447
Domino	$196
Donley County	$22,370
Donna	$13,798
Dorchester	$231
Double Oak	$4,765
Douglassville	$574
Dripping Springs	$811
Driscoll	$39
Dublin	$14,478
Dumas	$26,229
Duncanville	$58,328
Duval County	$49,109
Eagle Lake	$4,882
Eagle Pass	$56,005
Early	$14,838
Earth	$242
East Bernard	$5,554
East Mountain	$2,494
East Tawakoni	$2,723
Eastland	$15,896
Eastland County	$52,275
Easton	$329
Ector	$1,108
Ector County	$480,000
Edcouch	$4,101
Eden	$497
Edgecliff Village	$2,232
Edgewood	$13,154
Edinburg	$120,884
Edmonson	$136

Real County	$5,073
Red Lick	$23
Red Oak	$26,843
Red River County	$29,306
Redwater	$1,058
Reeves County	$103,350
Refugio	$8,839
Refugio County	$46,216
Reklaw	$1,136
Reno	$3,791
Reno	$11,164
Retreat	$52
Rhome	$12,285
Rice	$1,972
Richardson	$260,315
Richland	$210
Richland Hills	$24,438
Richland Springs	$2,234
Richmond	$77,606
Richwood	$12,112
Riesel	$1,118
Rio Bravo	$8,548
Rio Grande City	$25,947
Rio Hondo	$3,550
Rio Vista	$4,419
Rising Star	$1,933
River Oaks	$11,917
Riverside	$858
Roanoke	$275
Roaring Springs	$461
Robert Lee	$85
Roberts County	$547
Robertson County	$44,642
Robinson	$18,002
Robstown	$40,154
Roby	$428
Rochester	$674
Rockdale	$20,973
Rockport	$54,253
Rocksprings	$25

Edna	$18,194
Edom	$2,149
Edwards County	$975
El Campo	$31,700
El Cenizo	$621
El Lago	$5,604
El Paso	$1,224,371
El Paso County	$2,592,121
Eldorado	$50
Electra	$15,716
Elgin	$26,284
Elkhart	$301
Ellis County	$315,372
Elmendorf	$746
Elsa	$7,720
Emhouse	$83
Emory	$3,878
Enchanted Oaks	$1,299
Encinal	$1,515
Ennis	$81,839
Erath County	$102,616
Escobares	$40
Estelline	$909
Euless	$92,824
Eureka	$334
Eustace	$2,089
Evant	$2,068
Everman	$7,692
Fair Oaks Ranch	$8,077
Fairchilds	$81
Fairfield	$1,245
Fairview	$32,245
Falfurrias	$2,221
Falls City	$41
Falls County	$34,522
Fannin County	$131,653
Farmers Branch	$94,532
Farmersville	$10,532
Farwell	$343
Fate	$3,473

Rockwall	$114,308
Rockwall County	$168,820
Rocky Mound	$280
Rogers	$3,818
Rollingwood	$4,754
Roma	$16,629
Roman Forest	$8,610
Ropesville	$2,122
Roscoe	$778
Rose City	$4,012
Rose Hill Acres	$2,311
Rosebud	$1,489
Rosenberg	$126,593
Ross	$147
Rosser	$549
Rotan	$1,493
Round Mountain	$454
Round Rock	$475,992
Round Top	$140
Rowlett	$99,963
Roxton	$47
Royse City	$23,494
Rule	$800
Runaway Bay	$6,931
Runge	$255
Runnels County	$33,831
Rusk	$17,991
Rusk County	$151,390
Sabinal	$1,811
Sabine County	$46,479
Sachse	$23,400
Sadler	$925
Saginaw	$31,973
Salado	$3,210
San Angelo	$536,509
San Antonio	$4,365,416
San Augustine	$25,182
San Augustine County	$37,854
San Benito	$40,015
San Diego	$11,771

Fayette County	$92,440
Fayetteville	$391
Ferris	$13,873
Fisher County	$5,518
Flatonia	$5,661
Florence	$3,949
Floresville	$21,699
Flower Mound	$215,256
Floyd County	$9,049
Floydada	$6,357
Foard County	$5,764
Follett	$212
Forest Hill	$26,132
Forney	$80,112
Forsan	$576
Fort Bend County	$1,506,719
Fort Stockton	$4,411
Fort Worth	$2,120,790
Franklin	$3,931
Franklin County	$25,783
Frankston	$274
Fredericksburg	$56,486
Freeport	$72,973
Freer	$3,271
Freestone County	$50,495
Friendswood	$140,330
Frio County	$19,954
Friona	$2,848
Frisco	$405,309
Fritch	$4,548
Frost	$321
Fruitvale	$2,344
Fulshear	$5,272
Fulton	$1,602
Gaines County	$54,347
Gainesville	$153,980
Galena Park	$13,093
Gallatin	$1,253
Galveston	$488,187
Galveston County	$1,124,093
San Elizario	$7,831
San Felipe	$1,498
San Jacinto County	$197,398
San Juan	$28,845
San Leanna	$36
San Marcos	$325,688
San Patricio	$4,213
San Patricio County	$271,916
San Perlita	$2,219
San Saba	$10,057
San Saba County	$17,562
Sanctuary	$17
Sandy Oaks	$9,863
Sandy Point	$1,637
Sanford	$308
Sanger	$22,237
Sansom Park	$223
Santa Anna	$329
Santa Clara	$87
Santa Fe	$33,272
Santa Rosa	$2,138
Savoy	$2,349
Schertz	$60,110
Schleicher County	$5,695
Schulenburg	$2,560
Scotland	$148
Scottsville	$708
Scurry	$1,110
Scurry County	$73,116
Seabrook	$30,270
Seadrift	$991
Seagoville	$17,106
Seagraves	$7,531
Sealy	$20,637
Seguin	$376,538
Selma	$22,429
Seminole	$16,092
Seven Oaks	$3,917
Seven Points	$7,452
Seymour	$14,218

Ganado	$5,510
Garden Ridge	$11,351
Garland	$420,244
Garrett	$2,510
Garrison	$3,555
Gary City	$450
Garza County	$8,944
Gatesville	$26,994
George West	$6,207
Georgetown	$225,896
Gholson	$1,505
Giddings	$12,674
Gillespie County	$63,191
Gilmer	$33,951
Gladewater	$24,638
Glasscock County	$1,000
Glen Rose	$540
Glenn Heights	$16,593
Godley	$3,115
Goldsmith	$677
Goldthwaite	$1,225
Goliad	$3,563
Goliad County	$34,660
Golinda	$100
Gonzales	$14,882
Gonzales County	$33,230
Goodlow	$221
Goodrich	$9,643
Gordon	$365
Goree	$749
Gorman	$3,107
Graford	$23
Graham	$235,428
Granbury	$71,735
Grand Prairie	$445,439
Grand Saline	$36,413
Grandfalls	$65
Grandview	$6,600
Granger	$2,741
Granite Shoals	$11,834
Shackelford County	$1,288
Shady Shores	$594
Shallowater	$1,907
Shamrock	$4,328
Shavano Park	$3,178
Shelby County	$109,925
Shenandoah	$47,122
Shepherd	$147
Sherman	$330,585
Sherman County	$7,930
Shiner	$4,042
Shoreacres	$958
Silsbee	$66,442
Silverton	$14
Simonton	$1,906
Sinton	$23,658
Skellytown	$400
Slaton	$154
Smiley	$655
Smith County	$758,961
Smithville	$17,009
Smyer	$300
Snook	$1,422
Snyder	$9,018
Socorro	$11,125
Somerset	$1,527
Somervell County	$57,076
Somerville	$3,806
Sonora	$7,337
Sour Lake	$17,856
South Houston	$25,620
South Mountain	$154
South Padre Island	$30,629
Southlake	$70,846
Southmayd	$7,096
Southside Place	$885
Spearman	$14,000
Splendora	$7,756
Spofford	$7
Spring Valley Village	$16,404

Granjeno	$43
Grapeland	$7,287
Grapevine	$129,195
Gray County	$65,884
Grays Prairie	$17
Grayson County	$539,083
Greenville	$203,112
Gregg County	$243,744
Gregory	$4,697
Grey Forest	$474
Grimes County	$94,878
Groesbeck	$5,745
Groom	$965
Groves	$40,752
Groveton	$8,827
Gruver	$1,166
Guadalupe County	$146,824
Gun Barrel City	$36,302
Gunter	$4,609
Gustine	$34
Hackberry	$94
Hale Center	$6,042
Hale County	$79,150
Hall County	$8,933
Hallettsville	$6,895
Hallsburg	$272
Hallsville	$10,239
Haltom City	$71,800
Hamilton	$3,581
Hamilton County	$66,357
Hamlin	$4,656
Hansford County	$16,416
Happy	$327
Hardeman County	$15,219
Hardin	$100
Hardin County	$379,800
Harker Heights	$113,681
Harlingen	$165,429
Harris County	$14,966,202
Harrison County	$185,910

Springlake	$3
Springtown	$14,244
Spur	$427
St. Hedwig	$111
St. Jo	$7,360
St. Paul	$21
Stafford	$75,145
Stagecoach	$3,036
Stamford	$398
Stanton	$3,838
Staples	$19
Star Harbor	$151
Starr County	$99,896
Stephens County	$35,244
Stephenville	$83,472
Sterling City	$62
Sterling County	$939
Stinnett	$4,097
Stockdale	$741
Stonewall County	$1,822
Stratford	$8,378
Strawn	$987
Streetman	$5
Sudan	$32
Sugar Land	$321,561
Sullivan City	$6,121
Sulphur Springs	$124,603
Sun Valley	$4
Sundown	$2,592
Sunnyvale	$3,248
Sunray	$2,571
Sunrise Beach Village	$2,083
Sunset Valley	$9,425
Surfside Beach	$6,530
Sutton County	$6,541
Sweeny	$4,503
Sweetwater	$68,248
Swisher County	$7,251
Taft	$5,861
Tahoka	$430

Hart	$86
Hartley County	$786
Haskell	$10,829
Haskell County	$22,011
Haslet	$1,908
Hawk Cove	$674
Hawkins	$7,932
Hawley	$931
Hays	$506
Hays County	$529,489
Hearne	$16,824
Heath	$28,751
Hebron	$687
Hedley	$70
Hedwig Village	$13,067
Helotes	$15,790
Hemphill	$8,035
Hemphill County	$14,394
Hempstead	$21,240
Henderson	$59,966
Henderson County	$327,965
Henrietta	$2,720
Hereford	$20,423
Hewitt	$19,776
Hickory Creek	$16,510
Hico	$5,534
Hidalgo	$26,621
Hidalgo County	$1,253,103
Hideaway	$922
Higgins	$43
Highland Haven	$320
Highland Park	$43,383
Highland Village	$50,315
Hill Country Village	$6,485
Hill County	$127,477
Hillcrest	$5,345
Hillsboro	$46,609
Hilshire Village	$859
Hitchcock	$28,796
Hockley County	$46,407
Talco	$372
Talty	$9,124
Tarrant County	$6,171,159
Tatum	$972
Taylor	$57,945
Taylor County	$351,078
Taylor Lake Village	$412
Taylor Landing	$153
Teague	$1,714
Tehuacana	$12
Temple	$280,747
Tenaha	$4,718
Terrell	$148,706
Terrell County	$5,737
Terrell Hills	$9,858
Terry County	$25,423
Texarkana	$192,094
Texas City	$298,702
Texhoma	$156
Texline	$865
The Colony	$114,297
The Hills	$1,004
Thompsons	$1,897
Thorndale	$1,595
Thornton	$270
Thorntonville	$87
Thrall	$825
Three Rivers	$4,669
Throckmorton	$29
Throckmorton County	$5,695
Tiki Island	$2,178
Timbercreek Canyon	$369
Timpson	$12,642
Tioga	$2,390
Tira	$185
Titus County	$70,611
Toco	$4
Todd Mission	$1,680
Tolar	$2,369
Tom Bean	$2,293

Holiday Lakes	$1,795
Holland	$77
Holliday	$5,910
Hollywood Park	$9,424
Hondo	$115,288
Honey Grove	$7,196
Hood County	$292,105
Hooks	$2,702
Hopkins County	$149,518
Horizon City	$7,520
Horseshoe Bay	$48,173
Houston County	$78,648
Houston	$7,021,793
Howard County	$89,330
Howardwick	$84
Howe	$9,177
Hubbard	$3,635
Hudson	$6,840
Hudson Oaks	$15,637
Hudspeth County	$985
Hughes Springs	$4,442
Humble	$73,952
Hunt County	$309,851
Hunters Creek Village	$14,708
Huntington	$8,792
Huntsville	$80,373
Hurst	$99,187
Hutchins	$9,551
Hutchinson County	$74,630
Hutto	$38,346
Huxley	$738
Idalou	$1,999
Impact	$8
Indian Lake	$473
Industry	$604
Ingleside on the Bay	$142
Ingleside	$40,487
Ingram	$5,243
Iola	$3,164
Iowa Colony	$4,090
Tom Green County	$282,427
Tomball	$34,620
Tool	$14,787
Toyah	$40
Travis County	$4,703,473
Trent	$63
Trenton	$3,089
Trinidad	$5,859
Trinity	$23,652
Trinity County	$105,766
Trophy Club	$29,370
Troup	$7,918
Troy	$5,320
Tulia	$8,911
Turkey	$737
Tuscola	$138
Tye	$1,766
Tyler	$723,829
Tyler County	$131,743
Uhland	$1,545
Uncertain	$185
Union Grove	$994
Union Valley	$666
Universal City	$28,428
University Park	$50,833
Upshur County	$128,300
Upton County	$8,499
Uvalde	$18,439
Uvalde County	$36,244
Val Verde County	$117,815
Valentine	$207
Valley Mills	$2,228
Valley View	$1,824
Van	$6,206
Van Alstyne	$43,749
Van Horn	$211
Van Zandt County	$248,747
Vega	$974
Venus	$9,792
Vernon	$81,337

Iowa Park	$23,487
Iraan	$56
Iredell	$216
Irion County	$9,105
Irving	$427,818
Italy	$5,349
Itasca	$8,694
Ivanhoe	$26
Jacinto City	$14,141
Jack County	$14,799
Jacksboro	$23,254
Jackson County	$37,984
Jacksonville	$80,179
Jamaica Beach	$4,913
Jarrell	$2,423
Jasper	$78,422
Jasper County	$248,855
Jayton	$63
Jeff Davis County	$8,500
Jefferson	$11,194
Jefferson County	$756,614
Jersey Village	$36,347
Jewett	$9,338
Jim Hogg County	$12,718
Jim Wells County	$166,539
Joaquin	$810
Johnson City	$3,581
Johnson County	$408,692
Jolly	$26
Jones County	$22,001
Jones Creek	$5,078
Jonestown	$6,419
Josephine	$881
Joshua	$20,619
Jourdanton	$9,600
Junction	$4,825
Justin	$8,575
Karnes City	$11,632
Karnes County	$35,249
Katy	$52,467

Victoria	$84,598
Victoria County	$520,886
Vidor	$95,620
Vinton	$622
Volente	$333
Von Ormy	$513
Waco	$512,007
Waelder	$3,427
Wake Village	$174
Walker County	$184,624
Waller County	$126,206
Waller	$11,295
Wallis	$2,698
Walnut Springs	$183
Ward County	$67,920
Warren City	$66
Washington County	$83,727
Waskom	$5,346
Watauga	$33,216
Waxahachie	$152,094
Weatherford	$207,872
Webb County	$505,304
Webberville	$1,280
Webster	$53,202
Weimar	$5,830
Weinert	$234
Weir	$443
Wellington	$9,111
Wellman	$383
Wells	$1,357
Weslaco	$73,949
West	$3,522
West Columbia	$17,958
West Lake Hills	$17,056
West Orange	$42,452
West Tawakoni	$6,995
West University Place	$34,672
Westbrook	$43
Westlake	$41,540
Weston	$266

Kaufman	$27,607
Kaufman County	$353,047
Keene	$38,296
Keller	$79,189
Kemah	$28,325
Kemp	$6,419
Kempner	$330
Kendall County	$100,643
Kendleton	$13
Kenedy	$676
Kenedy County	$1,000
Kenefick	$416
Kennard	$132
Kennedale	$21,024
Kent County	$939
Kerens	$1,924
Kermit	$5,652
Kerr County	$218,452
Kerrville	$190,357
Kilgore	$105,583
Killeen	$535,650
Kimble County	$20,480
King County	$1,000
Kingsville	$20,083
Kinney County	$2,142
Kirby	$8,752
Kirbyville	$10,690
Kirvin	$2
Kleberg County	$124,109
Knollwood	$1,160
Knox City	$1,962
Knox County	$11,730
Kosse	$2,468
Kountze	$19,716
Kress	$186
Krugerville	$1,508
Krum	$9,661
Kurten	$686
Kyle	$51,835
La Feria	$10,381

Weston Lakes	$189
Westover Hills	$4,509
Westworth Village	$7,842
Wharton	$31,700
Wharton County	$72,887
Wheeler	$447
Wheeler County	$26,273
White Deer	$1,273
White Oak	$15,305
White Settlement	$23,304
Whiteface	$155
Whitehouse	$29,017
Whitesboro	$18,932
Whitewright	$7,098
Whitney	$73
Wichita County	$552,371
Wichita Falls	$832,574
Wickett	$87
Wilbarger County	$55,124
Willacy County	$24,581
Williamson County	$1,195,987
Willis	$24,384
Willow Park	$26,737
Wills Point	$43,765
Wilmer	$426
Wilson	$12
Wilson County	$121,034
Wimberley	$724
Windcrest	$12,908
Windom	$1,087
Windthorst	$3,385
Winfield	$290
Wink	$120
Winkler County	$61,163
Winnsboro	$28,791
Winona	$319
Winters	$6,229
Wise County	$289,074
Wixon Valley	$441
Wolfe City	$5,466

La Grange	$9,623	Wolfforth	$4,022
La Grulla	$1,708	Wood County	$267,048
La Joya	$8,457	Woodbranch	$9,617
La Marque	$98,930	Woodcreek	$358
La Porte	$91,532	Woodloch	$1,012
La Salle County	$14,975	Woodsboro	$1,130
La Vernia	$3,217	Woodson	$122
La Villa	$572	Woodville	$20,340
La Ward	$321	Woodway	$25,713
LaCoste	$159	Wortham	$376
Lacy-Lakeview	$11,599	Wylie	$114,708
Ladonia	$2,011	Yantis	$2,072
Lago Vista	$13,768	Yoakum County	$34,924
Laguna Vista	$3,689	Yoakum	$20,210
Lake Bridgeport	$232	Yorktown	$5,447
Lake City	$2,918	Young County	$44,120
Lake Dallas	$25,314	Zapata County	$56,480
Lake Jackson	$75,781	Zavala County	$38,147
Lake Tanglewood	$613	Zavalla	$1,088
Lake Worth	$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total ($700 million)

Health Care Region Allocation*: $693 million; Administrative Costs: $7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	$24,220,521
9	Dallas, Kaufman	$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	$12,124,354
15	El Paso, Hudspeth	$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	$23,042,947
18	Collin, Denton, Grayson, Rockwall	$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	$6,755,656
	Administrative Costs	$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

October 28, 2021
Item No. 8.12.
Construction Contract Increase #21300637 -- Adamson Lagoon and Hallaran Pool

Sponsor: Steve Wright

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on approval of Change Order No. 1 to the construction contract with Vaughn Construction in the amount of $17,962 for aquatic facilities improvements

Relationship to Strategic Goals:
Community Integrity; Providing Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the construction change order with Vaughn Construction for additional flat work and pump/plumbing inspections at both City pools in the amount of $17,962.00 and ten (10) extra construction days.

Summary: The original contract for $52,669.00 addressed the following scope of work: exposed piping, concrete work, and edge coping. The change order for $17,962.00 includes additional concrete work, pool pump inspections, and inspection of all exposed existing plumbing at both pools.

Budget & Financial Summary: Vaughn Construction, a Buy Board vendor, was asked to submit a proposal. The change order for additional work was more than 25% of the original contract, requiring Council approval. All funding came through Parkland Dedication.

Buy Board vendors have been competitively procured; therefore, members are compliant with Texas local and state procurement requirements.

Attachments:
1. Adamson Lagoon Pool Deck Proposal
2. Aquatics Facilities Additional Work Proposal

VAUGHN
CONSTRUCTION

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

April 26th, 2021

City of College Station
PO Box 9960
College Station, TX 77842

Attention: Mr. Rusty Warncke
Reference: College Station – Adamson Lagoon Baby Pool Deck
(REF: OMNIA Contract #R200107)

Mr. Warncke,

We respectfully submit our Lump Sum proposal in the amount of Fifty-Two Thousand, Six Hundred Sixty-Nine and 00/100 ($52,669.00) to provide Construction Services for the above referenced project.

The scope of work includes the following items:

1. Work to be performed during normal hours (Monday-Friday 7am – 5pm).
2. Jobsite cleanup & maintenance.
3. $5,000 plumbing allowance to remove and replace existing shallow piping as needed
4. Sawcut and Remove approximately (1,920sf) of existing surface around pool and provide new broom finished concrete pour back
5. Remove and reinstall existing salvageable clay pool edge coping. Provide some new, matching as closely as we can find.
6. Part time supervision and clean up.

Our pricing excludes the following:

1. After hours, Weekends and/or Holidays
2. Removal of and/or working near Hazardous Materials
3. CAD or electronic versions of Record Drawings
4. Sales Tax

We appreciate the opportunity to provide this quote, and please call me at 979-218-9326 with any questions.

Very truly yours,
J.T. Vaughn Construction, LLC

Allyn D. Cheves

Allyn Cheves
xc: File

VAUGHN
CONSTRUCTION

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

October 7th, 2021

City of College Station
PO Box 9960
College Station, TX 77842

Attention: Mr. Rusty Warncke
Reference: College Station – Adamson Lagoon Additional Work
(REF: OMNIA Contract #R200107)

Mr. Warncke,

We respectfully submit our Lump Sum proposal in the amount of Seventeen Thousand, Nine Hundred Sixty-Two and 00/100 ($17,962.00) to provide Construction Services for the above referenced project.

The scope of work includes the following items:

1. Demo and pour back additional section of decking around baby pool (approx.140SF).
2. Tie into existing water line and install new subterranean pool fill for baby pool.
3. Inspection of electrical and plumbing components of Adamson Lagoon and Bachmann Park and provide report regarding the state of the components.
4. Part time supervision and clean up.
5. Bond.

Our pricing excludes the following:

1. After hours, Weekends and/or Holidays
2. Removal of and/or working near Hazardous Materials
3. CAD or electronic versions of Record Drawings
4. Sales Tax

We appreciate the opportunity to provide this quote. If you have any questions, please call me at 979-220-5370.

Very truly yours,
J.T. Vaughn Construction, LLC

Michael B. Chrestman
xc: File

JOB ORDER CONTRACT RFP / PRICING PROPOSAL APPROVAL FORM	JOC PROPOSAL NUMBER:	COCS JOC
City of College Station	TCPN CONTRACT No.	
	DATE:	10/6/2021

PROJECT:	**CoCS Adamson Lagoon Additional Work**		
CONRACTOR:	**Vaughn Construction**	PROJECT #:	**2826-05**
DESCRIPTION OF JOB:	**Demolish additional concrete section around baby pool decking. Inspection services for swimming pool components at Adamson Lagoon and Bachmann Park. Pool fill for baby pool.**		

PROPOSAL SUMMARY

ITEM	DESCRIPTION	AMOUNT
1	Unit Pricing	$ 13,057
2	JOC Coefficient	1.35
3		$ -
4		$ -
5		$ -
6		$ -
7		$ -
8		$ -
9		$ -
10		$ -
11		$ -
12		$ -
13		$ -
14		$ -
15		$ -
16		$ -
17	Builder's Risk - Not Included	$ -
18		$ -
19	Bond	$ 336
	TOTAL PROPOSAL AMOUNT	**$ 17,962**

Proposed Contract Time/ Change (Calendar. Days)
14

By Construction Manager: Michael B. Chrestman

Printed Name: **Michael B Chrestman**

CostWorks 2021 - CoCS Adamson Lagoon Additional Work

Qty	CSI Number	Description	Labor Hours	Unit	Bare Mat.	Bare Labor	Bare Equip.	Total	Type	Release
140	024113175900	Demolish, remove pavement & curb, sidewalk, concrete, rod reinforced, 6" thick, with hand held air equipment, excludes hauling	0.063	S.F.	0	366.8	60.2	427		
96	062516104100	Plywood paneling, prefinished, stock grades, average, 3/4" thick	0.071	S.F.	376.32	213.12	0	589.44		
48	031516302000	Expansion joint, premolded, bituminous fiber, 1/2" x 6"	0.021	L.F.	17.28	31.68	0	48.96		
48	032111602500	Reinforcing steel, in place, dowels, smooth, 12" long, 1/4" or 3/8" diameter, A615, grade 60	0.114	Ea.	40.32	157.92	0	198.24		
1	032111609000	Reinforcing steel, in place, minimum labor/equipment charge, A615, grade 60	2	Job	0	57.58	0	57.58		
289	032111600602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	0.008	Lb.	173.4	63.58	0	236.98		
2	032105104500	Tie wire, annealed, for reinforcing steel, 16 ga., includes material only	0	Cwt.	294.68	0	0	294.68		
3	033053404000	Structural concrete, in place, foundation mat (3000 psi), under 10 C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	2.896	C.Y.	613.83	259.11	1.98	874.92		
140	033513300150	Concrete finishing, floor surface flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, hot edging and joints, steel placing, finishing on & consolidating	0.013	S.F.	0	51.8	0	51.8		
2	024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	0	Week	1130	0	0	1130		
14	015433406420	Rent portable toilet chemical, recycle, flush type, Excl. Hourly Oper. Cost.	0	Day	0	0	381.22	381.22		
6	019313163040	Electrical facilities maintenance, motors and generators, disassemble, clean and reinstall motor, up to 10 HP	4	Ea.	0	959.34	0	959.34		
6	019313160810	Electrical facilities maintenance, control device, disassemble, clean and reinstall	1.143	Ea.	0	274.62	0	274.62		
6	019313153100	Valve, overhaul, regulator, relief, flushometer, mixing, globe, gate, check, hot or cold line, over 4" ID	5.714	Ea.	0	1467.18	0	1467.18		
6	019313150250	Air conditioning system maintenance, pump packing gland, remove and replace	0.727	Ea.	0	186.24	0	186.24		
6	019313150290	Air conditioning system maintenance, pump, disassemble and assemble	2	Ea.	0	515.4	0	515.4		
1	071919109000	Silicone water repellants, minimum labor/equipment charge	2.667	Job	0	73.14	0	73.14		
1	221429169000	Pump, submersible sump, minimum labor/equipment charge	2	Job	0	80.33	0	80.33		
1	260583109000	Motor connections, minimum labor/equipment charge	2	Job	0	77.47	0	77.47		
1	262416209000	Circuit breakers, minimum labor/equipment charge	2.667	Job	0	103.7	0	103.7		
24	221113740120	Pipe, plastic, fiberglass, filament wound, general service, 2" diameter, includes couplings 10' OC, and hangers 3 per 10'	0.271	L.F.	259.92	235.68	0	495.6		
5	221113760410	Coupling, plastic, epoxy resin, fiberglass reinforced, general service, 2"	0.483	Ea.	130.2	87.75	0	217.95		
13	015433407200	Rent truck pickup 3/4 ton 4 wheel drive, Incl. Hourly Oper. Cost.	0	Day	0	0	2975.57	2975.57		
13	015433406480	Rent trailer, platform, flush deck 2 axle, 3 ton, Incl. Hourly Oper. Cost.	0	Day	0	0	1339.26	1339.26		
		Totals			**$3,035.95**	**$5,262.44**	**$4,758.23**	**$13,056.62**		

Total	$13,056.62
1.35 Coefficient	$ 17,627
Non Pre-Prices Total	$ -
NPPI Markup	$ -
Builder's Risk	$ -
Bond	$ 335
Project Total	$ 17,962

October 28, 2021
Item No. 9.1.
Baker Tract Rezoning

Sponsor: Brandi Tedrick, Staff Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance, Article 4, "Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural to GS General Suburban for approximately 30 acres generally located west of the intersection of W.S. Phillips Parkway and Brewster Drive.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their October 7, 2021 Regular Meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

Summary: This request is to rezone approximately 30 acres of undeveloped land generally located west of the intersection of W.S. Phillips Parkway and Brewster Drive from R Rural to GS General Suburban. The tract was originally zoned A-O Agricultural-Open upon annexation to the City in 1995. This zoning request is in effort to provide additional single-family housing supply to this area of the city.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:
The subject tract is designated on the Comprehensive Plan Future Land Use and Character Map as General Suburban and on the Concept Map as Growth Area IV. The Comprehensive Plan states that the General Suburban portion within Growth Area IV is suitable for high-density single-family lots, townhomes, and duplexes. The ongoing 10-Year Comprehensive Plan Update reclassifies the subject property as Suburban Residential, which is nearly identical in function and allows medium to high-density single-family lots. The proposed zoning permits single-family detached homes, allowing the property to be developed consistent with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The existing R Rural zoning allows for a mix of large acreages and large-lot residential developments, which is partially compatible with the development in the surrounding area. Given the property’s proximity to Castlegate II and Brewster Pointe properties and its designation of Growth Area IV in the Comprehensive Plan, a rezoning which allows for higher-density single-family lots supports the planned growth in the area. The continuation of high-density single-family is compatible with the adjacent Castlegate II and Brewster Pointe subdivisions.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The size and location of the subject property is suitable for residential uses. The site has adequate space to meet the minimal dimensional standards for the GS General Suburban district It is adjacent to other high-density single-family and commercial developments. There is no floodplain on the

property. There is an existing gas pipeline crossing and a large pond on site that will remain and will be avoided by residential lots.

4. Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:
Domestic water and fire flow service for this tract will be provided by the City of College Station via extending existing 8” and 12” waterline infrastructure surrounding the property. Wastewater service for this tract will be provided by City as well via a 12” sewer line located along the northwest property line. Detention is required in accordance with the BCS guidelines. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The tract contains portions of 3 thoroughfares. W.S. Phillips Parkway is along its eastern edge and classified as a future 4-lane Minor Arterial. The extension of Brewster Drive as a proposed 2-lane Minor Collector is along the tract’s southern edge and the extension of Etonbury Avenue as a 2-lane Minor Collector is along the western edge. There are two residential streets stubbed to the tract, Tradewind Drive and Bramber Drive, that will be extended with platting. While the acreage amount can require a TIA, a TIA was not required with this rezoning. The applicant provided a conceptual layout of 96 lots as the tract has thoroughfares and other encumbrances such as a significant gas pipeline crossing, a large pond, and detention requirements that limit the developable area. If a Preliminary Plan is submitted in the future with 150 or more lots, a TIA can be required with that application.

5. The marketability of the property:
The applicant has stated there is little marketability for this property under the current zoning due to the development activity in this area.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Background Information
3. Vicinity, Aerial, and Small Area Map
4. Rezoning Map
5. Rezoning Exhibit
6. Applicant's Supporting Information

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO GS GENERAL SUBURBAN ON APPROXIMATELY THIRTY ACRES GENERALLY LOCATED WEST OF THE INTERSECTION OF W.S. PHILLIPS PARKWAY AND BREWSTER DRIVE AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

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

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

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

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to GS General Suburban:

METES AND BOUNDS DESCRIPTION
OF A
29.826 ACRE TRACT
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 29.405 ACRE TRACT AS DESCRIBED BY A DEED TO THE AGNES S. BAKER REVOCABLE LIVING TRUST RECORDED IN VOLUME 2488, PAGE 64 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND ON THE NORTHEAST LINE OF BREWSTER POINTE SUBDIVISION, PHASE 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 14439, PAGE 147 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE SOUTH CORNER OF A CALLED 9.5 ACRE TRACT AS DESCRIBED BY A DEED TO R. W. ROBINSON RECORDED IN VOLUME 439, PAGE 380 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT (BEARING SYSTEM SHOWN HEREIN IS NAD83 [TEXAS STATE PLANE CENTRAL ZONE GRID NORTH] BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-137 [Y:10185974.86; X:3574741.19] AND AS ESTABLISHED BY GPS OBSERVATION, DISTANCES SHOWN HEREIN ARE GRID DISTANCES UNLESS OTHERWISE NOTED, AREAS DESCRIBED HEREIN AS MEASURED ARE CALCULATED FROM GRID DISTANCES, TO DETERMINE SURFACE DISTANCES, NOT SURFACE AREAS, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00009301916043 [CALCULATED USING GEOID 12B]);

THENCE: N 41° 55' 08" E ALONG THE COMMON LINE OF SAID 29.405 ACRE TRACT AND SAID 9.5 ACRE TRACT FOR A DISTANCE OF **469.32 FEET** TO A 10 INCH FENCE CORNER POST FOUND MARKING THE SOUTH CORNER OF A CALLED 10 ACRE TRACT AS DESCRIBED BY A DEED TO JOHN WESLEY LOTT, JR. AND WIFE, ANCIE LEE LOTT RECORDED IN VOLUME 344, PAGE 397 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 42° 23' 24" E ALONG THE COMMON LINE OF SAID 29.405 ACRE TRACT AND SAID 10 ACRE TRACT FOR A DISTANCE OF **471.87 FEET** TO A 12 INCH FENCE CORNER POST FOUND MARKING THE SOUTH CORNER OF A CALLED 4.392 ACRE TRACT AS DESCRIBED BY A DEED TO BENNY JOHN GALLAWAY AND NANCY MCALPIN GALLAWAY RECORDED IN VOLUME 14180, PAGE 187 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 40° 38' 44" E ALONG THE COMMON LINE OF SAID 29.405 ACRE TRACT AND SAID 4.392 ACRE TRACT FOR A DISTANCE OF **230.41 FEET** TO A FENCE CORNER POST FOUND MARKING THE SOUTH CORNER OF A CALLED 1.58 ACRE TRACT AS DESCRIBED BY A DEED TO CLIFTON BENFORD RECORDED IN VOLUME 12523, PAGE 4 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 18' 46" E ALONG THE COMMON LINE OF SAID 29.405 ACRE TRACT AND SAID 1.58 ACRE TRACT FOR A DISTANCE OF **192.51 FEET** TO A FENCE CORNER POST FOUND MARKING THE SOUTH CORNER OF A CALLED 2.00 ACRE TRACT AS DESCRIBED BY A DEED TO TOMMY L. BROWDER RECORDED IN VOLUME 8312, PAGE 106 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 15' 15" E ALONG THE COMMON LINE OF SAID 29.405 ACRE TRACT AND SAID 2.00 ACRE TRACT FOR A DISTANCE OF **246.66 FEET** TO THE SOUTHWEST LINE OF W. S. PHILLIPS PARKWAY (VARIABLE WIDTH R.O.W.) AND THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 48° 12' 30" E ALONG THE SOUTHWEST LINE OF W. S. PHILLIPS PARKWAY FOR A DISTANCE OF **812.44 FEET** TO THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 41° 56' 37" W ALONG THE SOUTHEAST LINE OF SAID 29.405 ACRE TRACT, AT 75.34 FEET PASS A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND MARKING A NORTH CORNER OF CASTLEGATE II SUBDIVISION, PHASE 102 ACCORDING TO THE PLAT RECORDED IN VOLUME 12107, PAGE 123 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE COMMON LINE OF SAID 29.405 ACRE TRACT, SAID PHASE 102, AND CASTLEGATE II SUBDIVISION, PHASE 107 ACCORDING TO THE PLAT RECORDED IN

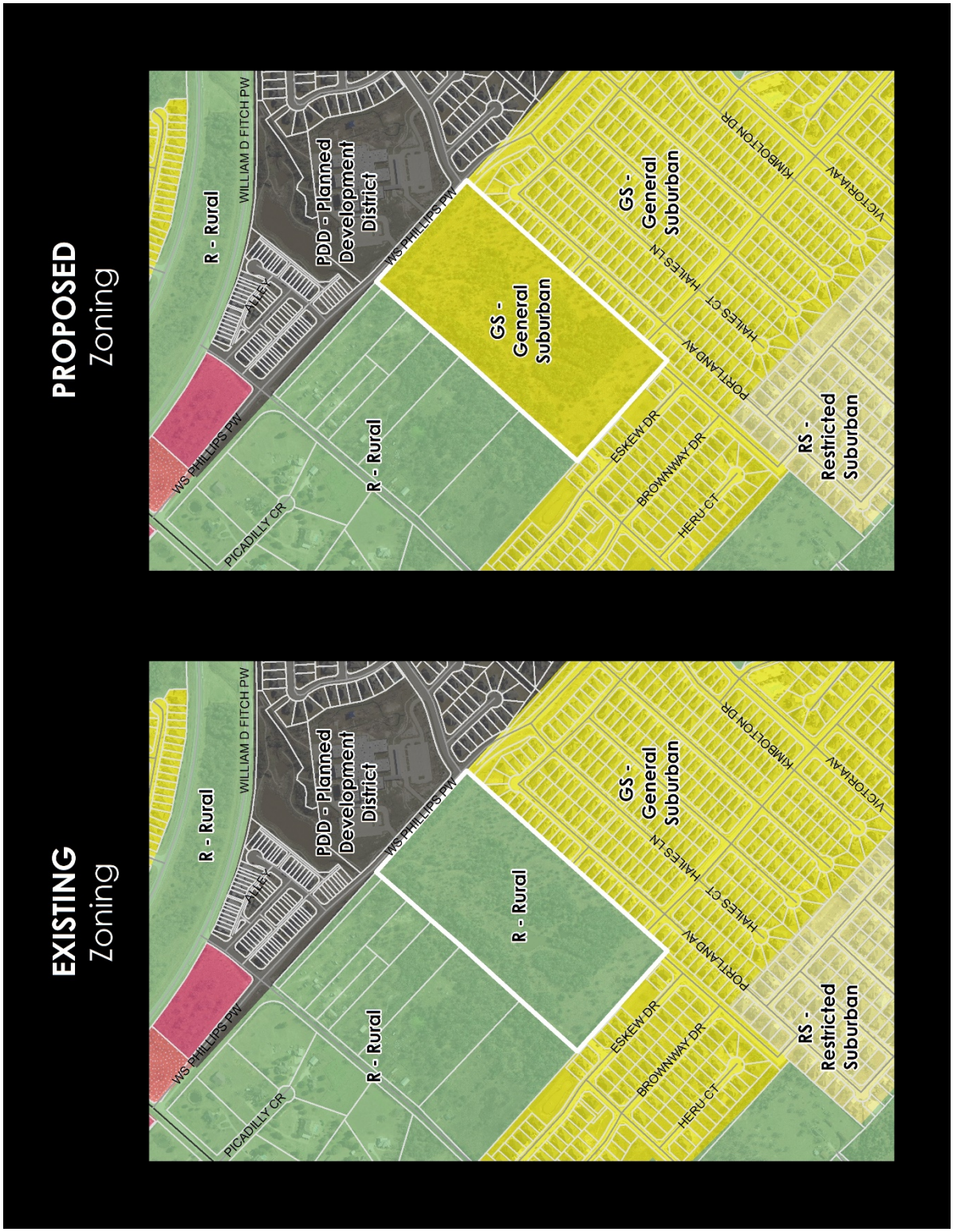
VOLUME 13037, PAGE 274 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR A TOTAL DISTANCE OF **1612.46 FEET** TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND ON THE SOUTHEAST LINE OF BREWSTER DRIVE MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 48° 04' 52" W ACROSS THE END OF BREWSTER DRIVE AND ALONG THE COMMON LINE OF SAID 29.405 ACRE TRACT AND BREWSTER POINTE SUBDIVISION, PHASE 1, FOR A DISTANCE OF **805.60 FEET** TO THE **POINT OF BEGINNING** CONTAINING **29.826 ACRES OF LAND** (AS MEASURED BY GRID DISTANCES), MORE OR LESS SURVEYED ON THE GROUND.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502
DATE: 03/11/2021

KERR SURVEYING, LLC | 409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
979-268-3195 | BRAD@KERRSURVEYING.NET | TBPELS FIRM# 10018500

Exhibit B


EXISTING
Zoning
R - Rural
WILLIAM D FITCH PW
PDD - Planned Development District
WS PHILLIPS PW
R - Rural
R - Rural
PICADILLY CR
R - Rural
GS - General Suburban
ESKEW DR
BROWNWAY DR
HERU CT
PORTLAND AV
HALES CT
HALES LN
KIMBOLTON DR
VICTORIA AV
RS - Restricted Suburban
PROPOSED
Zoning
R - Rural
WILLIAM D FITCH PW
PDD - Planned Development District
WS PHILLIPS PW
GS - General Suburban
R - Rural
PICADILLY CR
GS - General Suburban
ESKEW DR
BROWNWAY DR
HERU CT
PORTLAND AV
HALES CT
HALES LN
KIMBOLTON DR
VICTORIA AV
RS - Restricted Suburban

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 7, 2021
Advertised Council Hearing Date: October 28, 2021

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Castlegate HOA
Castlegate II HOA

Property owner notices mailed: 89

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: Four at the time of this report

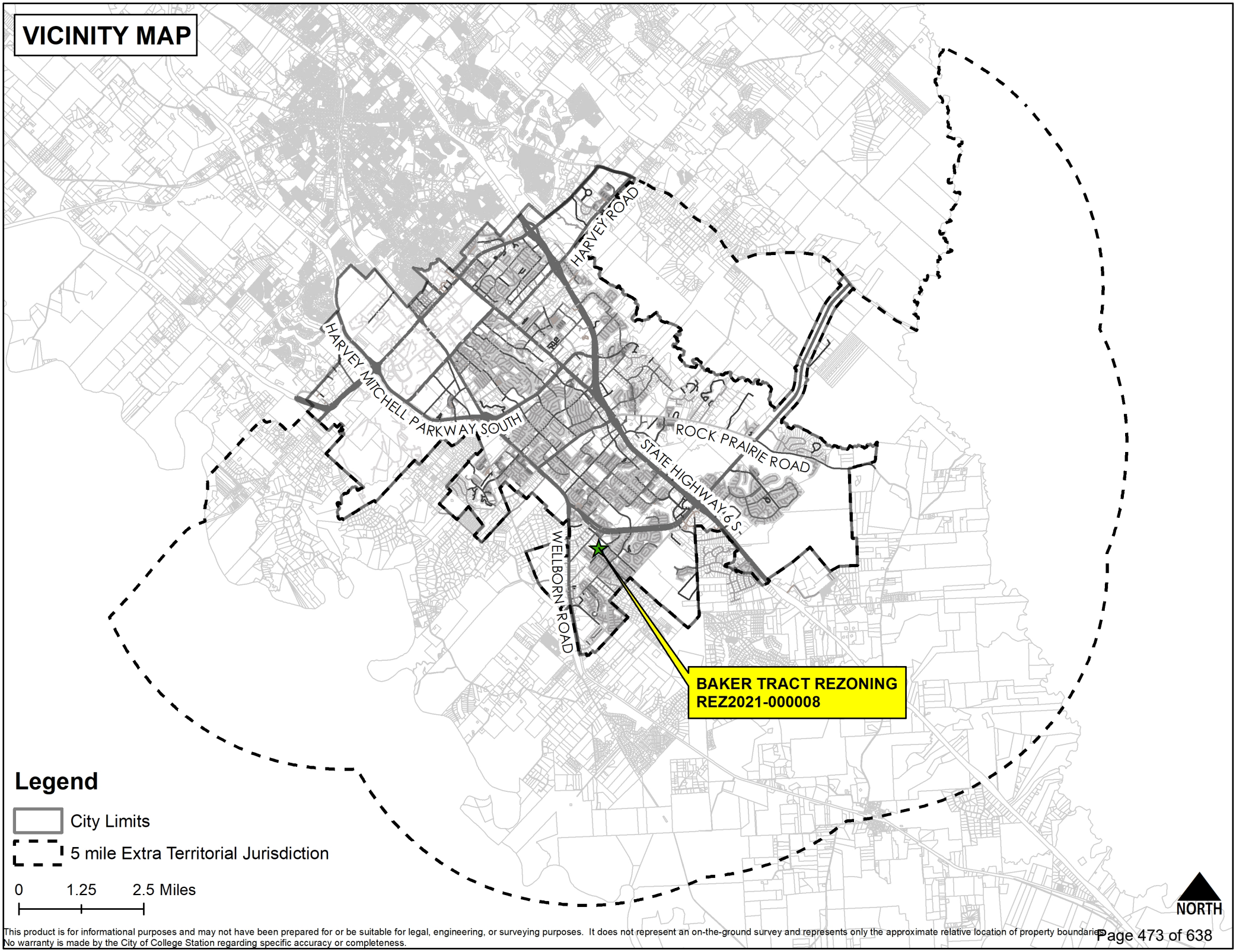
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Restricted Suburban	PDD Planned Development District	Public Facility (School)
South	Restricted Suburban and General Suburban	GS General Suburban	Single-Family Residential
East	Restricted Suburban	GS General Suburban	Single-Family Residential
West	General Suburban	R Rural	Rural

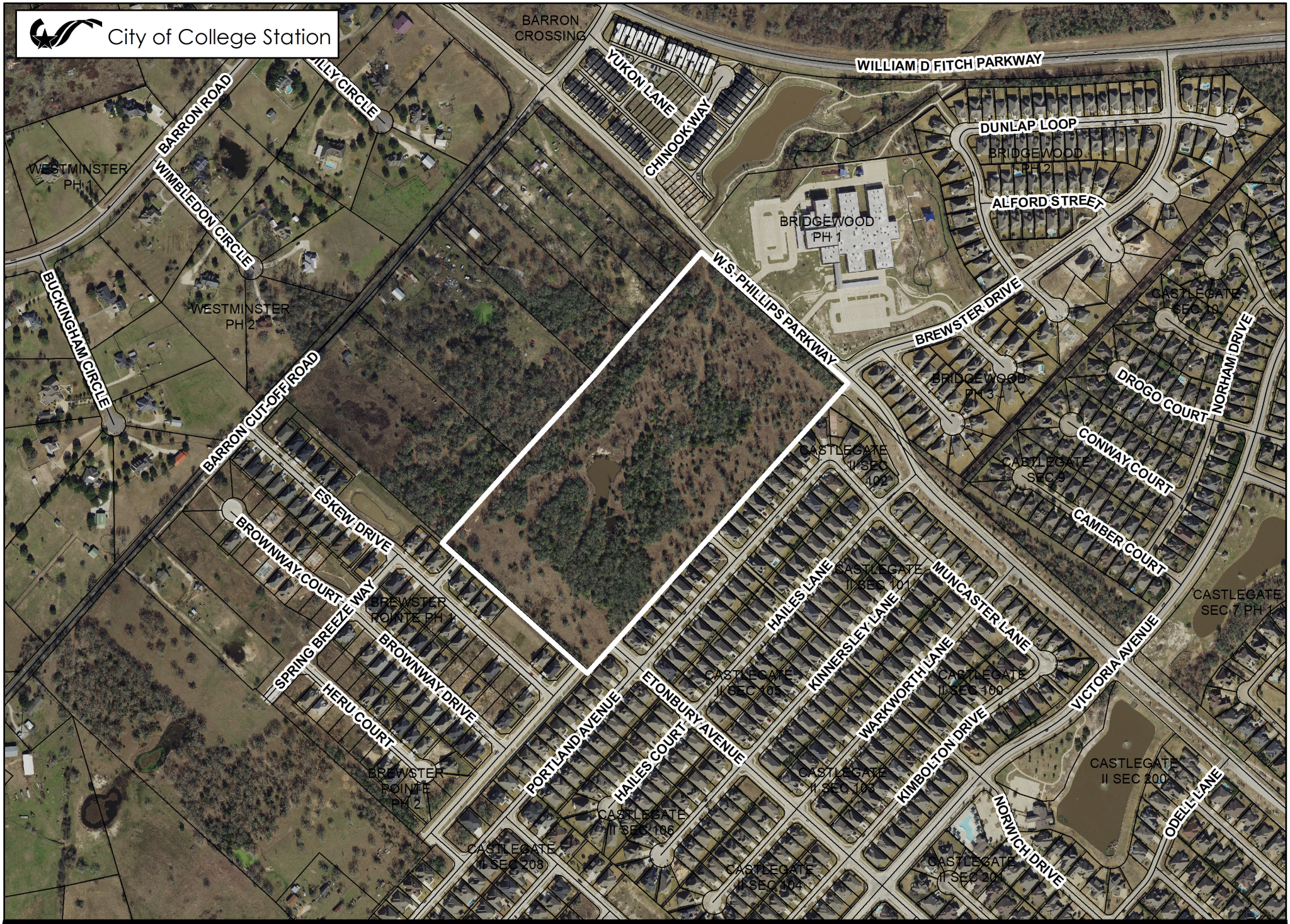
DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O Agricultural Open upon annexation (1995)
A-O Agricultural Open renamed R Rural (2013)
Final Plat: Unplatted
Site Development: Undeveloped

VICINITY MAP



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.



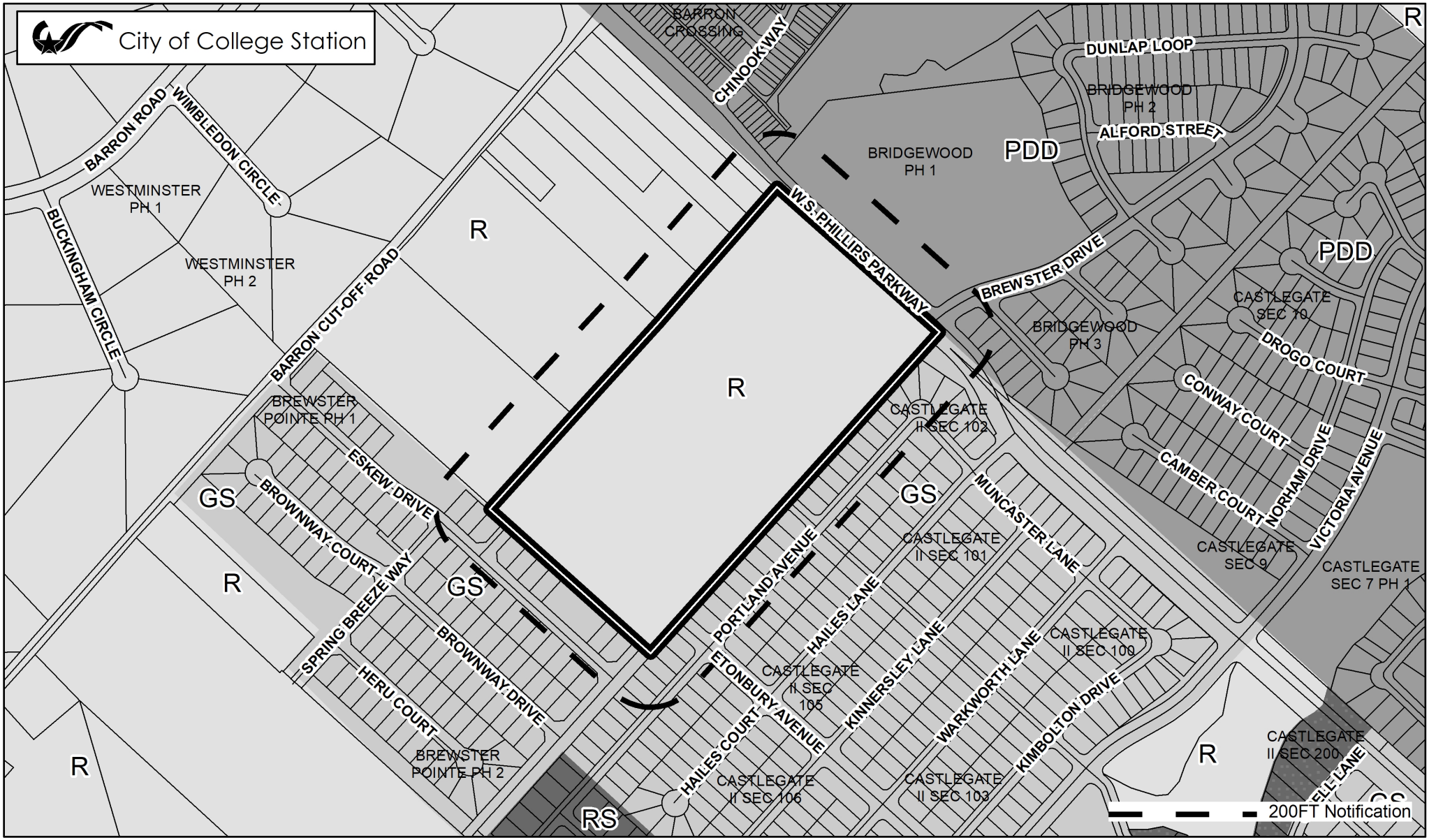
NORTH

0 500 1,000 Feet

BAKER TRACT REZONING

Case: REZ2021-000008

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- KO Krenek Tap Ovr.
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

NORTH

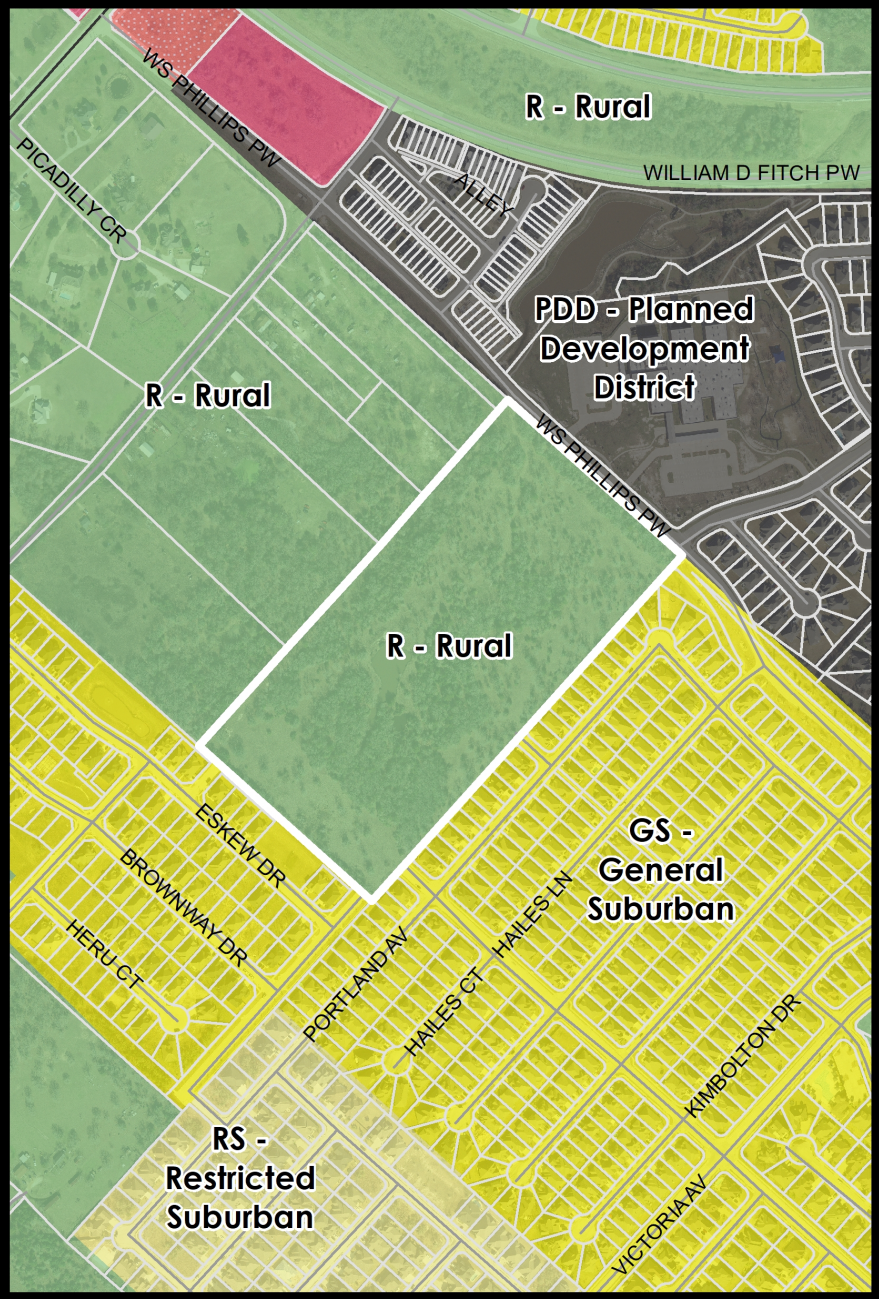
0 500 1,000 Feet

BAKER TRACT REZONING

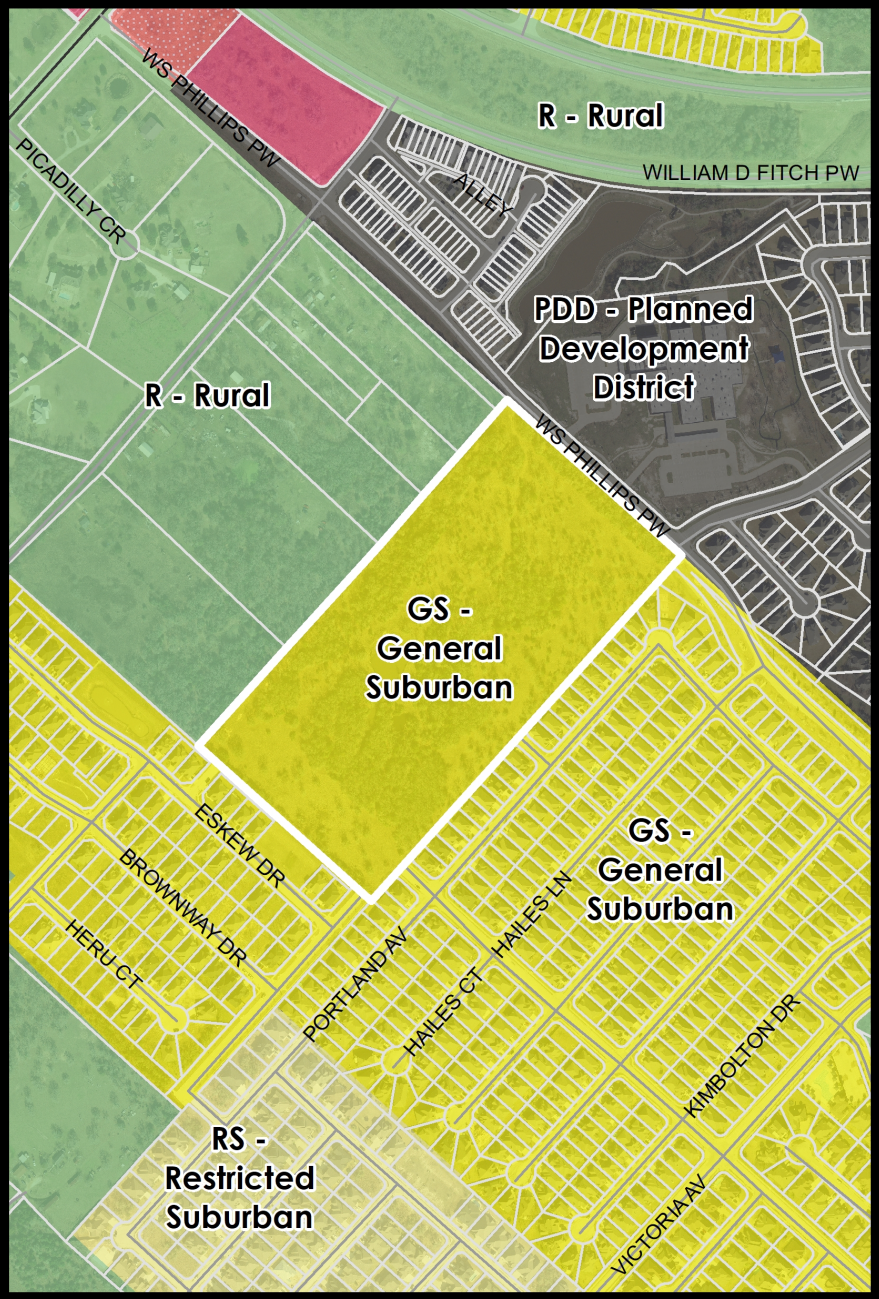
Case: REZ2021-000008

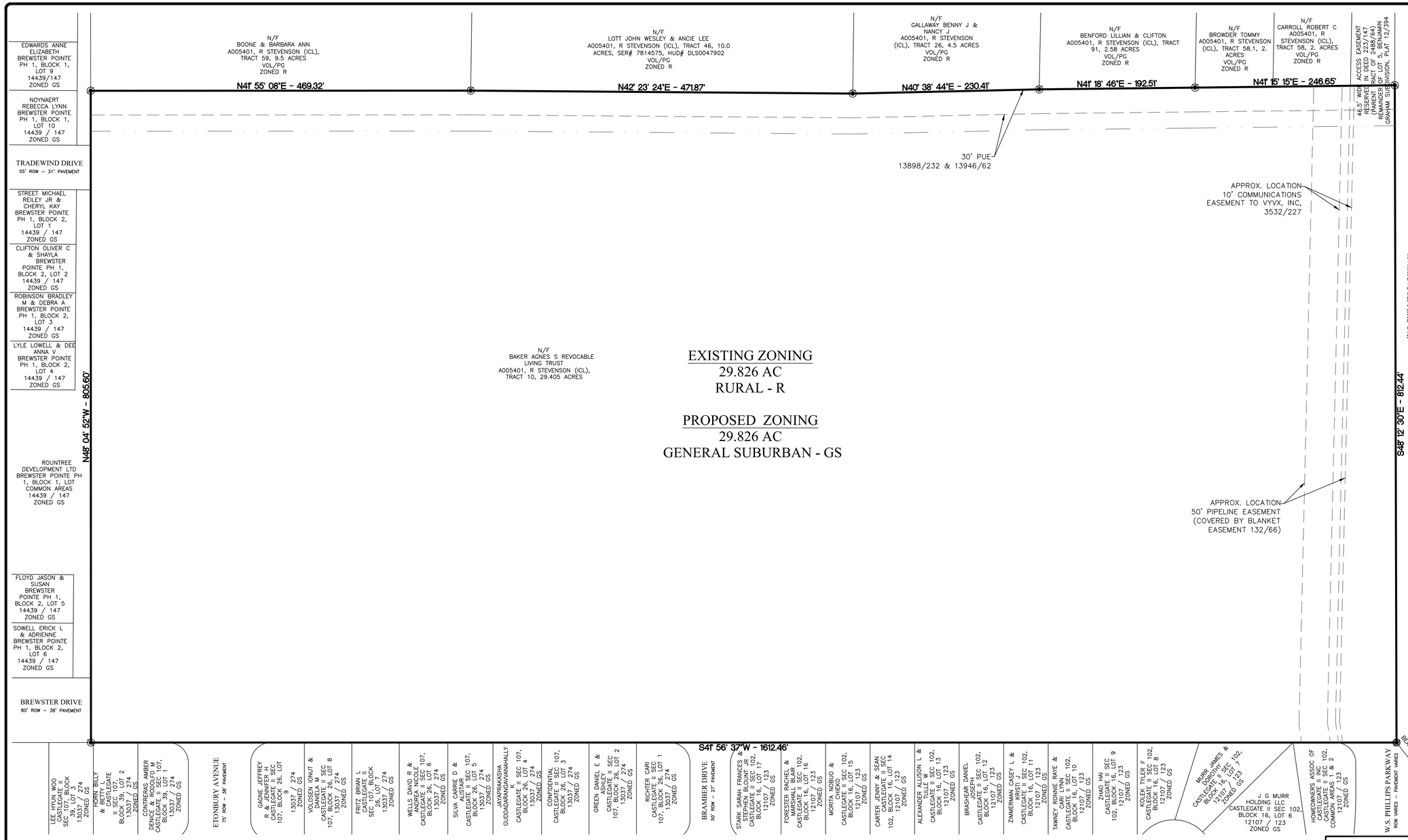
REZONING

EXISTING
Zoning



PROPOSED
Zoning





50 25 0 50
SCALE IN FEET

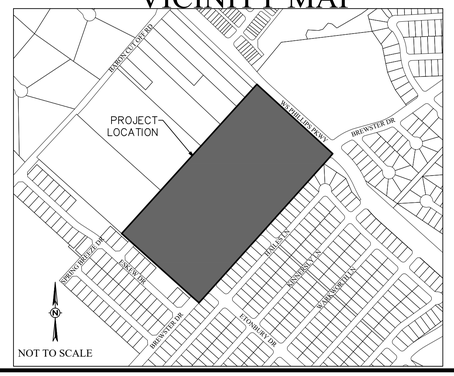
NOTES:

1. COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94–137 AND AS ESTABLISHED BY GPS OBSERVATION.
2. DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00009301916043 (CALCULATED USING GEOID12B).
3. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY AND INCORPORATED AREAS, MAP NO. 48041C0325E, EFFECTIVE DATE: MAY 16, 2012.

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- PROPOSED PUBLIC UTILITY EASEMENT (P.U.E)
- EXISTING PUBLIC UTILITY EASEMENT (P.U.E)
- PROPERTY CORNER

VICINITY MAP



ZONING MAP

BAKER TRACT REZONING

29.826 ACRES

ROBERT STEVENSON LEAGUE , A-54

COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: AS SHOWN
JULY 2021

OWNER/DEVELOPER:
ROUNTREE GROUP, LLC
1110 12TH MAN CIRCLE
COLLEGE STATION, TX 77845
(979) 690-7117

SURVEYOR:
Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195

ENGINEER:
Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
***
(979) 764-3900

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: BAKER TRACT REZONING

Address:

Legal Description: A005401, R STEVENSON (ICL), TRACT 10, 29.405 ACRES

Total Acreage: 29.826

Applicant:: SCHULTZ ENGINEERING LLC

Property Owner: BAKER AGNES S REVOCABLE LIVING

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The demand for single family residential homes in south College Station

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This zone change is in accordance with the Comprehensive Plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Large lot rural style residential development of this tract is not in conformance with the Land Use plan and would result in only a few residential lots which is not suitable for comparison to the existing and proposed single family neighborhoods adjacent to this property.

Explain the suitability of the property for uses permitted by the rezoning district requested.

There is a demand for single family residential lots in this area due its proximity to schools and the success of the nearby residential developments. The property has adequate access and availability of utilities.

Explain the suitability of the property for uses permitted by the current zoning district.

There is a demand for single family residential lots in this area due its proximity to schools and the success of the nearby residential developments. The property has adequate access and availability of utilities.

Explain the marketability of the property for uses permitted by the current zoning district.

There is little marketability as a multi-acre rural residential lot subdivision in this location due to the development activity in this area.

List any other reasons to support this zone change.

The development of this property will extend utilities and streets that will help with the development of the adjacent properties.

October 28, 2021
Item No. 9.2.
Southland Addition PDD

Sponsor: Brandi Tedrick, Staff Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance,“ Article 4, "Zoning Districts," Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from C-3 Light Commercial and GS General Suburban to PDD Planned Development District for approximately 0.6 acres located at 1201 Wellborn Road and 104 Southland Street, generally located east of the intersection of FM 2154 (Wellborn Road) and Southland Street.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their October 7, 2021, Regular Meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

Summary: The applicant has proposed a PDD Planned Development District for approximately 0.6 acres generally located at the corner of Southland Street and FM 2154 (Wellborn Road). It is the applicant’s intent to expand the Southwest Crossing commercial center onto this property and develop a drive-thru restaurant with buffering to the adjacent single-family neighborhood.

REZONING REVIEW CRITERIA

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

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Neighborhood Commercial. This future land use designation recognizes that these properties are appropriate for commercial uses that front on to FM 2154 (Wellborn Road) and the need to be compatible with adjacent residential properties. The Comprehensive Plan generally describes the land use as follows:

Current Comprehensive Plan – General Suburban – areas that should have an intense level of development activities. These areas will tend to consist of high-density single-family residential lots. Townhomes, duplexes, and neighborhood commercial and office uses may also be permitted in growth areas.

Proposed Comprehensive Plan – 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.

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

These properties are currently zoned C-3 Light Commercial and GS General Suburban and this request is to be rezoned to PDD Planned Development District with a base zoning of SC Suburban

Commercial. With this rezoning request the applicant is proposing to extend the adjacent commercial development. Through the PDD the applicant is proposing additional buffering standards to help mitigate the impacts on the adjacent residential areas. They are proposing a 30 foot wide landscape buffer and a wall along the common property line of residential uses, an additional drive-thru queuing space, and shared parking with the neighboring Southwest Crossing commercial center.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The subject property is adjacent to the existing Southwest Crossing commercial center and has direct frontage to FM 2154 (Wellborn Road). Wellborn Road is a major arterial and is appropriate for more intense commercial development. This PDD will allow for commercial uses that tie into the Southwest Crossing commercial center while also buffering to the adjacent neighborhood. The commercial development will not have access to Southland Street, which is primarily residential, and will access through drive aisles within the existing commercial development.

4. Whether there is available water, wastewater, stormwater, and transportation facilities:
The project will be served by the City of College Station for water and waste water services. Sewer service will be accomplished by extending an existing public main located in the shopping center to the southeast. Water service is currently available along three sides of the subject property. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines

Wellborn Road (a TxDOT roadway) is classified as a future 6-lane Major Arterial on the Thoroughfare Plan. The proposed rezoning supplied a TIA letter stating that the peak trip generation during the peak hour would be 17.9, which is well below the threshold of 150 trips in the peak hour to require a TIA. As can be seen in the concept plan, there will be no driveway access to Wellborn Road.

5. The marketability of the property:
This property with its high visibility along FM 2154 (Wellborn Road) is marketable for commercial uses. Utilizing a PDD zoning with a base of SC Suburban Commercial helps provide adequate transitions to the adjacent neighborhood.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;

6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General:
The Concept Plan proposes a commercial development connecting to the existing Southwest Crossing commercial center with a proposed drive-thru restaurant.

Modifications Requested: The applicant is requesting modifications to the standard SC Suburban Commercial requirements for restaurants with a drive-thru that include being located a minimum of 150 feet from any single-family use or zoning and the requirement that drive-thru facilities (menu board, speaker box, pick-up window) cannot be located between the building and any single-family use or zoning. The applicant is proposing the following:

1. Distance from pick-up window to the single-family property line: 59 feet
2. Distance from back-of-curb of by-pass lane to single-family property line: 36 feet
3. Distance from menu board to single-family property line: 67 feet

Community Benefits: The applicant offers the following as community benefits:
1. A 30-foot wide buffer with landscaping and solid screening wall along the common property line of residential uses.
2. Five queuing spaces for the pick-up window, which is an additional space, and three queuing spaces for the order window.
3. A shared parking and private access easement(s) provided with neighboring Southwest Crossing commercial center.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Background Information
3. Vicinity, Aerial, and Small Area Map
4. Rezoning Map
5. Concept Plan
6. Rezoning Exhibit
7. Applicant's Supporting Information

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM C-3 LIGHT COMMERCIAL AND GS GENERAL SUBURBAN TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 0.6 ACRES LOCATED AT 1201 FM 2154 AND 104 SOUTHLAND STREET AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"**, **Exhibit "B", Exhibit "C" and Exhibit "D"** attached hereto and made a part of this Ordinance for all purposes.

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

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

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

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from C-3 Light Commercial and GS General Suburban to PDD Planned Development District:

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
0.596 ACRE TRACT
CRAWFORD BURNETT LEAGUE, ABSTRACT 7
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.596 ACRES IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT 7, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING ALL OF LOT 6, BLOCK 2, SOUTHLAND ADDITION AS SHOWN ON THE PLAT RECORDED IN VOLUME 134, PAGE 423 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AS CONVEYED TO SOUTHLAND WELLBORN, LLC IN VOLUME 16546, PAGE 187 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT), AND THE REMAINDER OF LOTS 1-5, BLOCK 2 OF SAID SOUTHLAND ADDITION (CALLED 0.438 ACRES) AS CONVEYED TO SOUTHLAND WELLBORN, LLC IN VOLUME 16546, PAGE 206 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; SAID 0.596 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped 'KERR 4502' set in the northeast right-of-way line of FM 2154 – Wellborn Road (right-of-way width varies), at the south corner of said remainder of Lot 1, on the northwest line of Lot 1R, William Brooke Hunter Estates as shown on the plat recorded in volume 7627, page 19 of the Official Public Records of Brazos County, Texas, from which another 1/2 inch iron rod with plastic cap stamped 'KERR 4502' set at the west corner of said Lot 1R bears, S 42° 33' 47" W, a distance of 1.52 feet;

THENCE, with the northeast right-of-way line of Wellborn Road, **N 29° 31' 55" W**, for a distance of **145.08 feet** to the west corner of said remainder of Lot 5 on the southeast line of Southland Street (40' wide right-of-way, 134/423 DRBCT), from which a 5/8 inch iron rod with plastic cap stamped 'RPLS 2972' found bears, N 11° 11' 42" W, a distance of 0.18 feet;

THENCE, with the southeast right-of-way line of Southland Street, **N 42° 37' 10" E**, at a distance of 115.75 feet passing a 1/2 inch iron rod with plastic cap stamped 'KERR 4502' found for the northwest common corner of remainder of Lot 5 and said Lot 6, for a total distance of **165.75** feet to a 1/2 inch iron rod with plastic cap stamped 'KERR 4502' found for north corner of said Lot 6 and the west corner of Lot 7 of said Block 2, from which the City of College Station Monument CS94-220 bears, N 39° 23' 17" E, a distance of 4,072.45 feet;

THENCE, with the common line of said Lots 6 and 7, **S 47° 25' 37" E**, for a distance of **137.90 feet** to a 1/2 inch iron rod with plastic cap stamped 'KERR 4502' found in the northwest line of said Lot 1R for the common southeast corner of said Lots 6 and 7;

THENCE, with the common line of said Block 2 and said Lot 1R, **S 42° 33' 47" W,** at a distance of 50.00 feet passing a 1/2 inch iron rod with plastic cap stamped 'Kerr 4502' found at the common southeast corner of said Lot 6 and said remainder of Lot 5, and continuing for a total distance of **210.33 feet** to the **POINT OF BEGINNING** hereof and containing 0.596 acres, more or less.

Surveyed on the ground June 2021 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are grid distances. To obtain surface distances (not surface areas) multiply by a combined scale factor of 1.00010319041689 (calculated using GEOID12B).

7/6/21

Brad Kerr

Registered Professional Land Surveyor No. 4502

STATE OF TEXAS
REGISTERED
BRAD KERR
4502
PROFESSIONAL
LAND SURVEYOR

Exhibit B

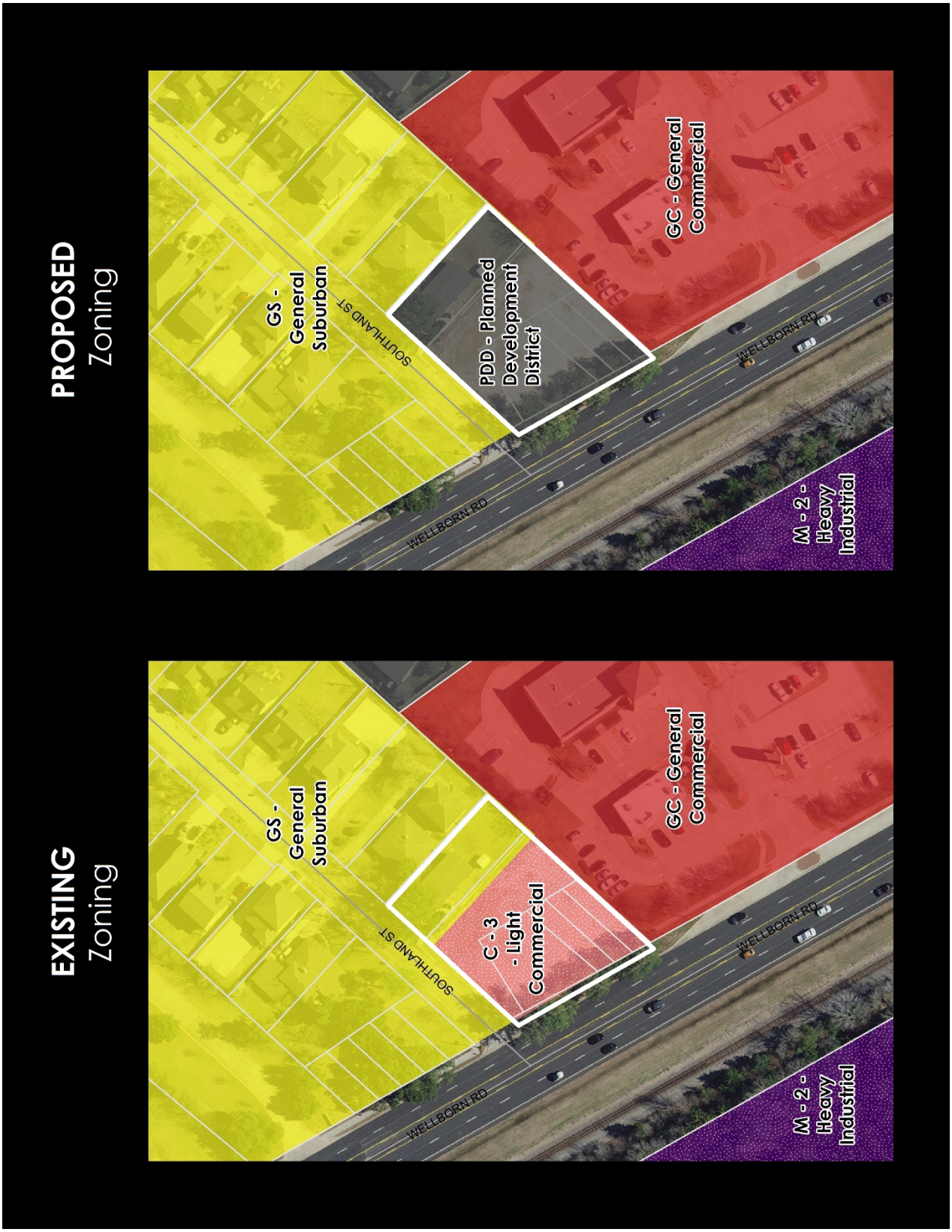

PROPOSED
Zoning
GS - General Suburban
SOUTHLAND ST
PDD - Planned Development District
GC - General Commercial
WELLBORN RD
M - 2 - Heavy Industrial
EXISTING
Zoning
GS - General Suburban
SOUTHLAND ST
C - 3 - Light Commercial
GC - General Commercial
WELLBORN RD
M - 2 - Heavy Industrial

Exhibit C

Modifications Requested: The applicant is requesting modifications to the standard SC Suburban Commercial requirements for restaurants with a drive-thru that include being located a minimum of 150 feet from any single-family use or zoning and the requirement that drive-thru facilities (menu board, speaker box, pick-up window) cannot be located between the building and any single-family use or zoning. The applicant is proposing the following:

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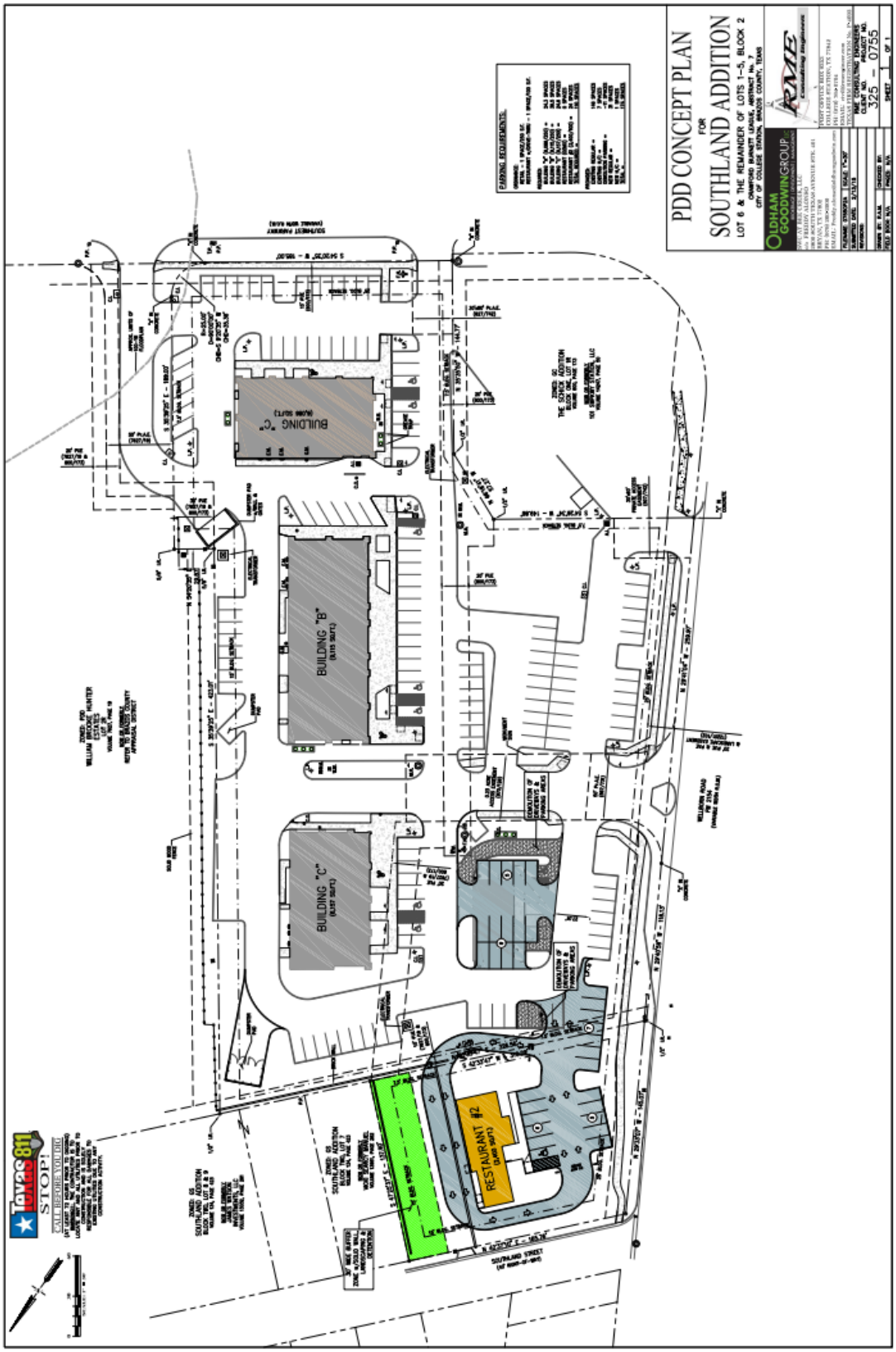
Exhibit D


PDD CONCEPT PLAN
FOR
SOUTHLAND ADDITION
LOT 6 & THE REMAINDER OF LOTS 1-5, BLOCK 2
CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS
OLDHAM GOODWIN GROUP
RME Civil Engineering
PARKING REQUIREMENTS:
BUILDING "C"
BUILDING "B"
BUILDING "C"
RESTAURANT #2
SOUTHLAND STREET
STOP!
CALL BEFORE YOU DIG
Texas811
TEXAS 811
SHEET 1 OF 1

BACKGROUND INFORMATION

NOTIFICATIONS
Advertised Commission Hearing Date: October 7, 2021
Advertised Council Hearing Date: October 28, 2021

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed:	13
Contacts in support:	None at the time of this report
Contacts in opposition:	None at the time of this report
Inquiry contacts:	None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Suburban	GS General Suburban	Single Family
South	6-lane Major Arterial	N/A	Wellborn Road (FM 2154)
East	General Commercial	GC General Commercial	Commercial Retail
West	6-lane Major Arterial	N/A	Wellborn Road (FM 2154)

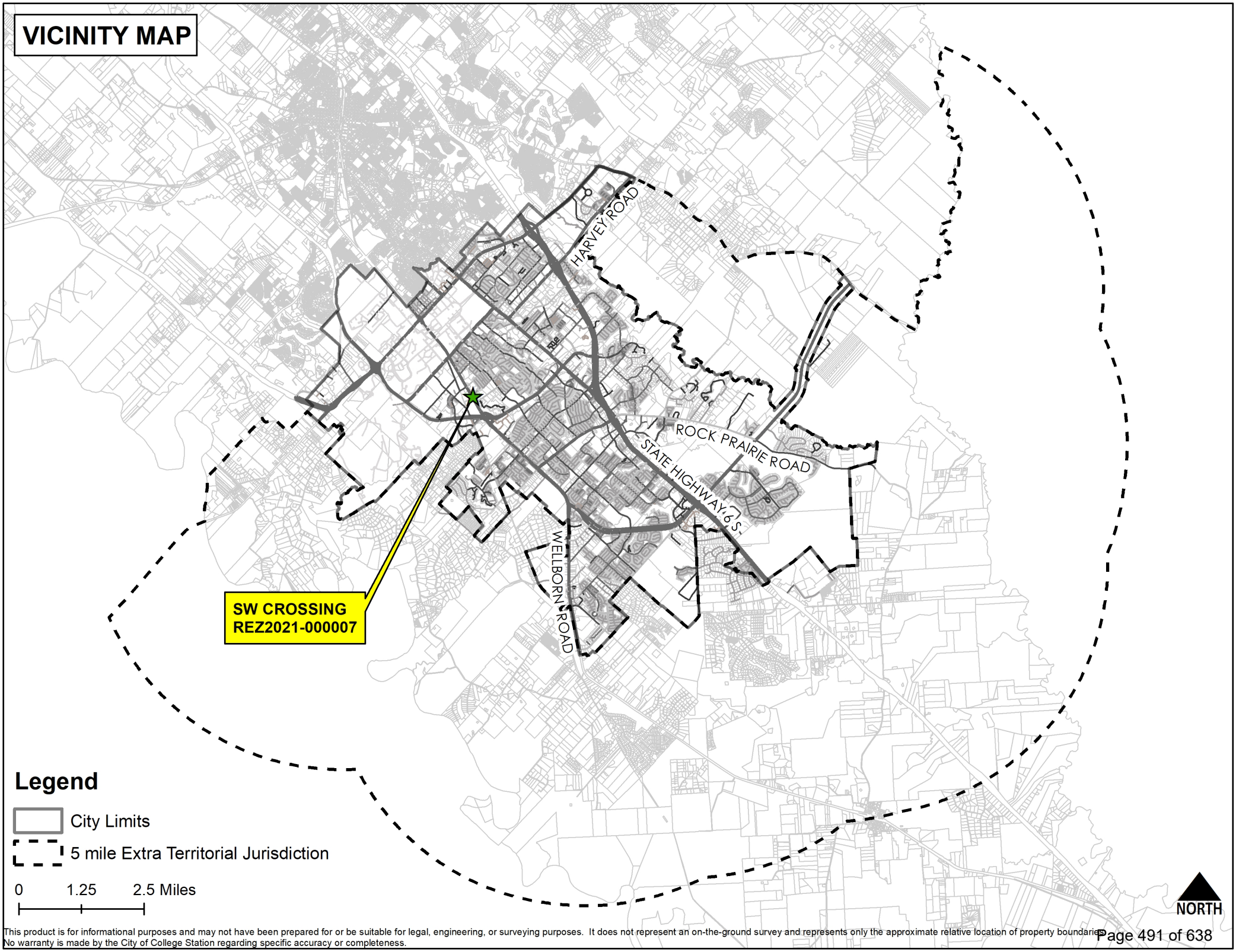
DEVELOPMENT HISTORY: 1201 Wellborn Road

Annexation:	1956
Zoning:	R-3 Apartment Building District to C-N Neighborhood Business District (1975)
	C-N Neighborhood Business District renamed C-3 Light Commercial (2003)
Final Plat:	Southland Addition (1948)
Site development:	Undeveloped

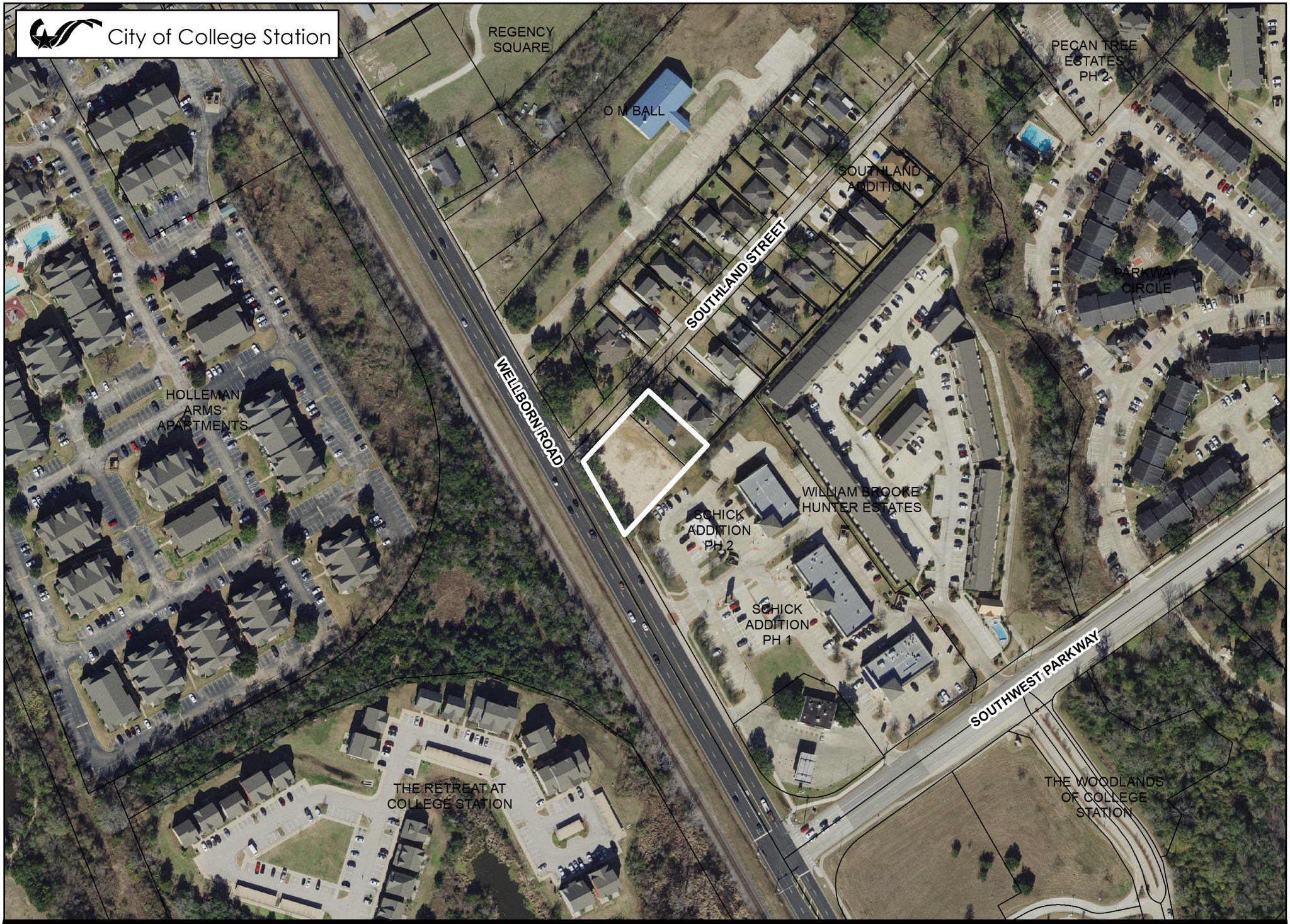
DEVELOPMENT HISTORY: 104 Southland Street

Annexation:	1956
Zoning:	R-3 Apartment Building District to R-1 Single Family Residential (1976)
	R-1 Single Family Residential renamed GS General Suburban (2013)
Final Plat:	Southland Addition (1948)
Site development:	Single Family

VICINITY MAP



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.



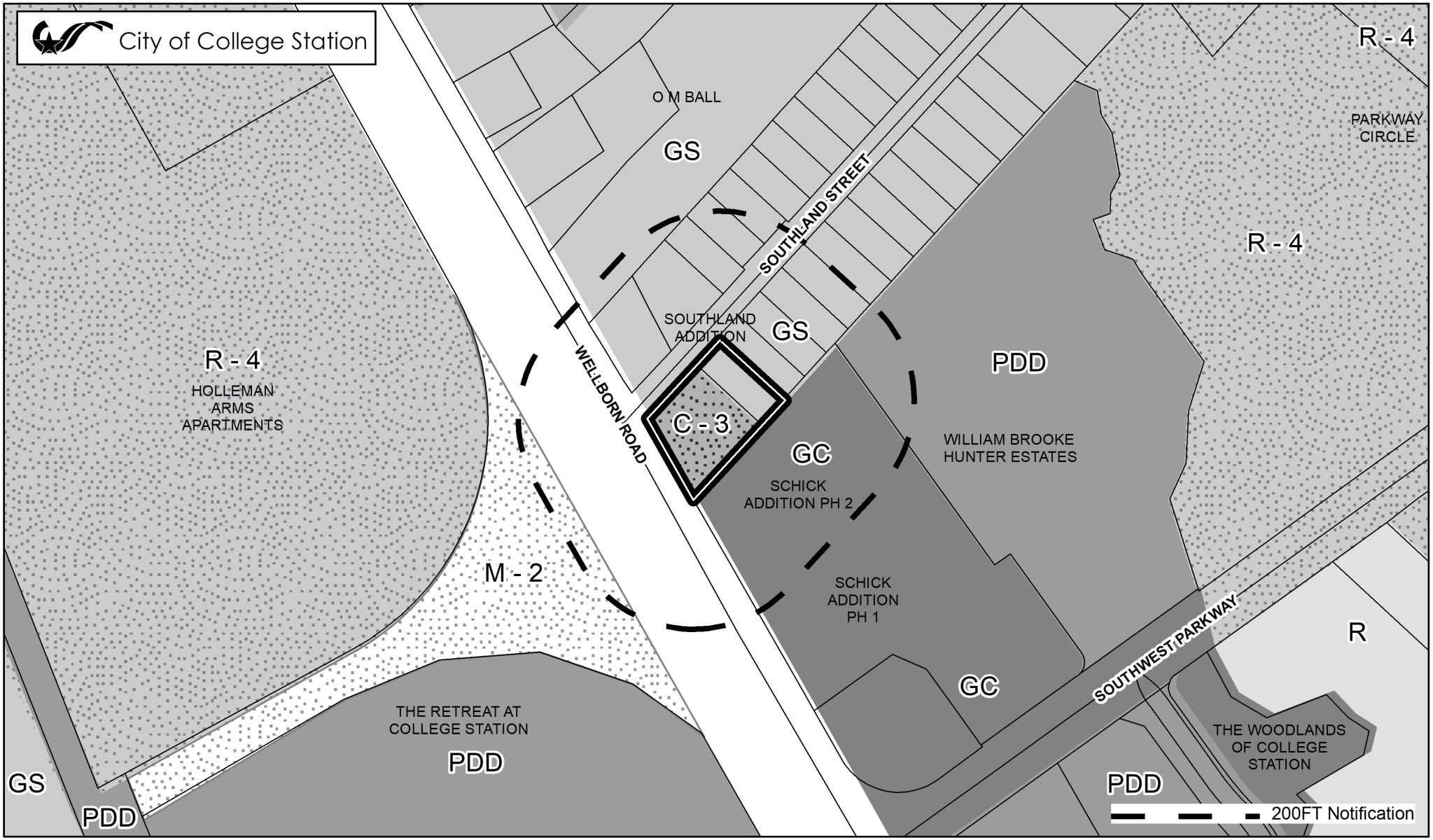
NORTH

0 212.5 425 Feet

SW CROSSING

Case: REZ2021-000007

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- KO Krenek Tap Ovr.
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

NORTH

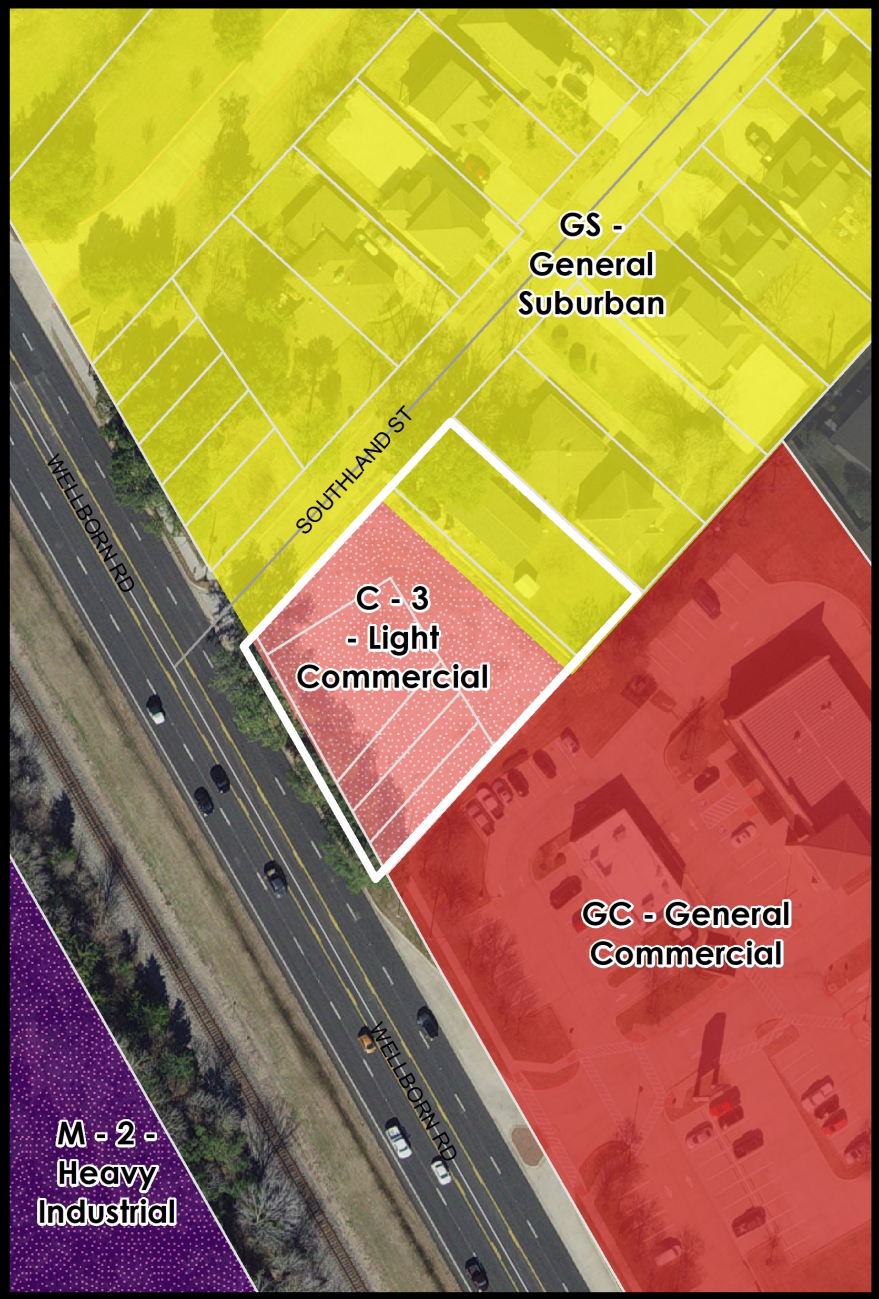
0 212.5 425 Feet

SW CROSSING

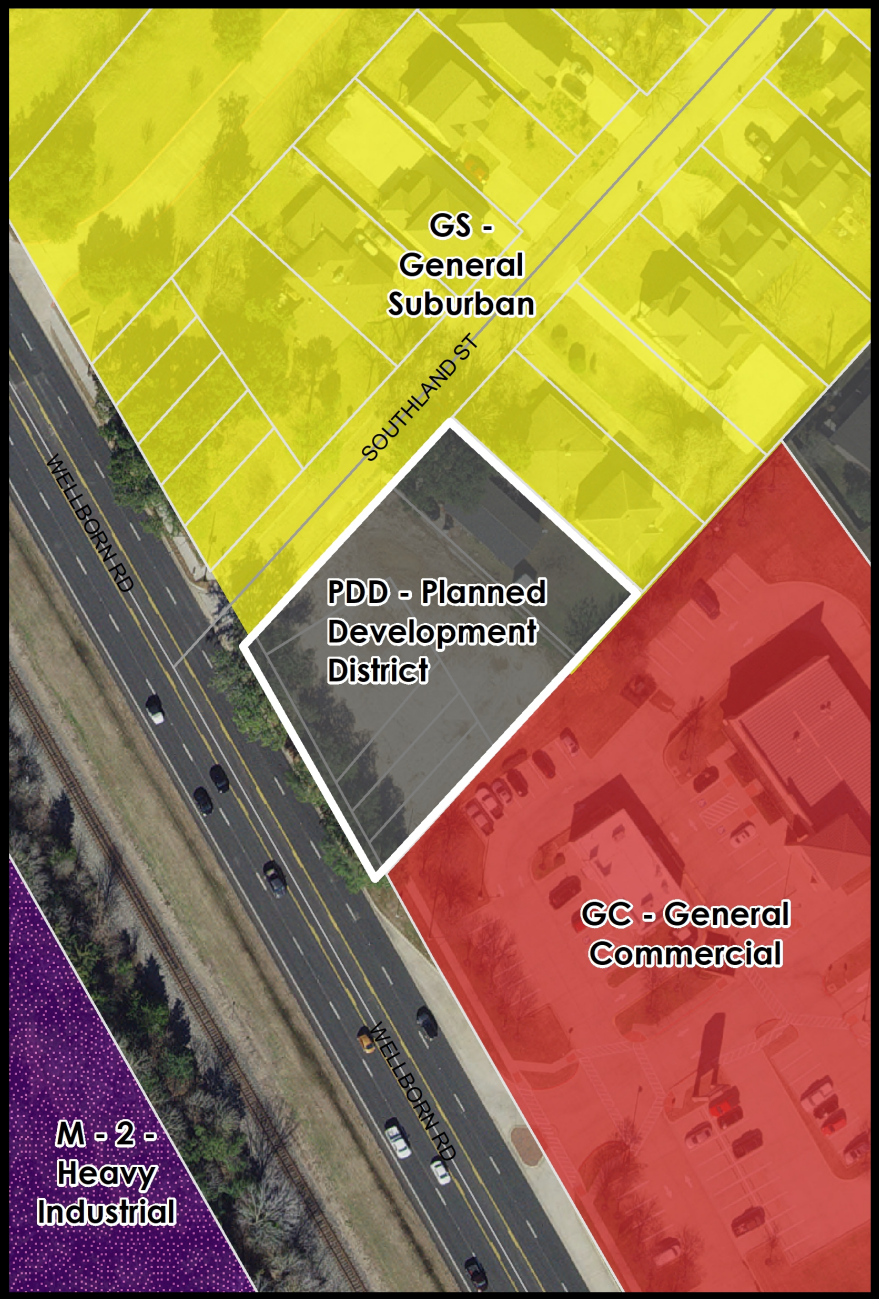
Case: REZ2021-000007

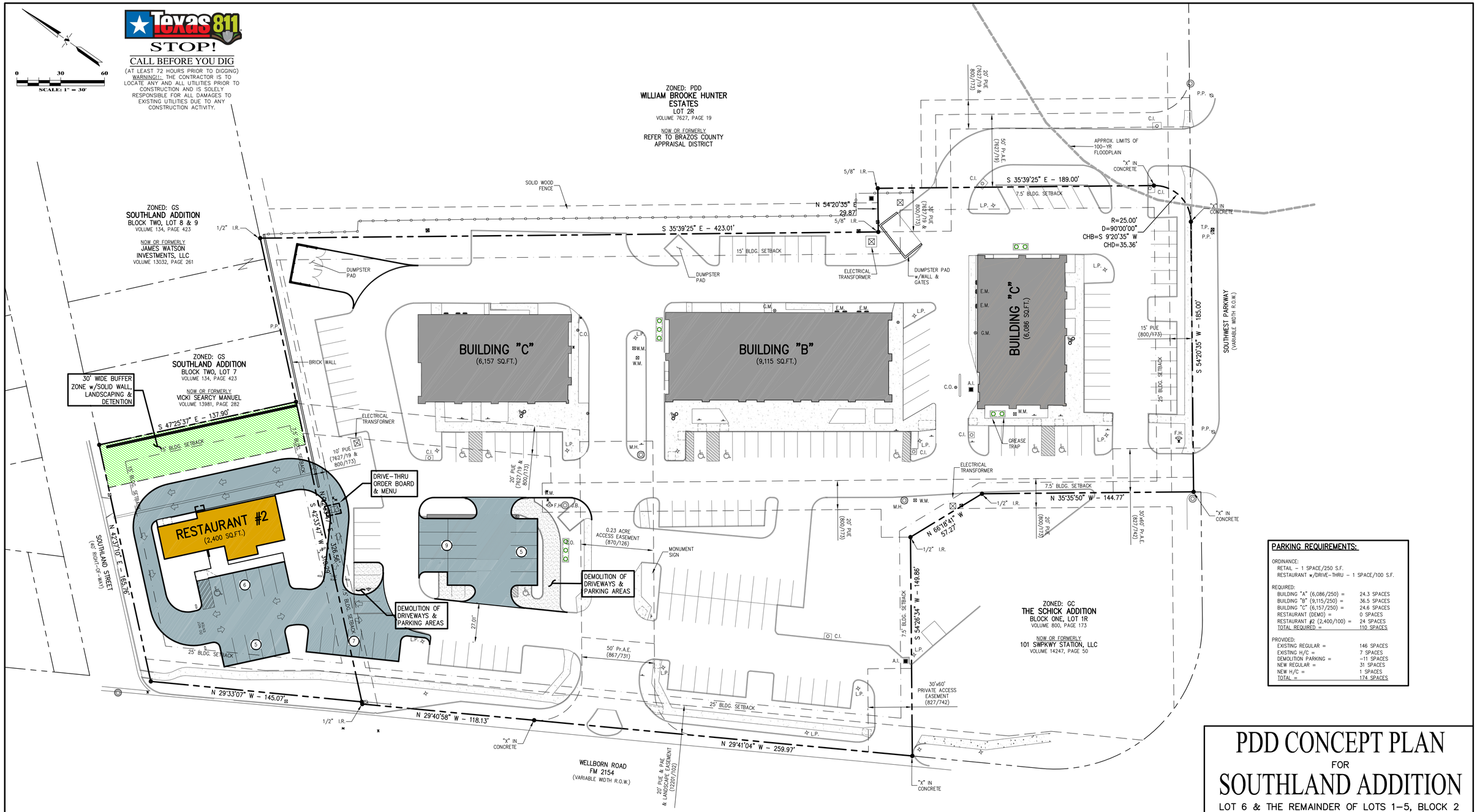
REZONING

EXISTING
Zoning



PROPOSED
Zoning





PARKING REQUIREMENTS:

ORDINANCE:
RETAIL – 1 SPACE/250 S.F.
RESTAURANT w/DRIVE-THRU – 1 SPACE/100 S.F.

REQUIRED:	
BUILDING "A" (6,086/250) =	24.3 SPACES
BUILDING "B" (9,115/250) =	36.5 SPACES
BUILDING "C" (6,157/250) =	24.6 SPACES
RESTAURANT (DEMO) =	0 SPACES
RESTAURANT #2 (2,400/100) =	24 SPACES
TOTAL REQUIRED =	110 SPACES

PROVIDED:	
EXISTING REGULAR =	146 SPACES
EXISTING H/C =	7 SPACES
DEMOLITION PARKING =	–11 SPACES
NEW REGULAR =	31 SPACES
NEW H/C =	1 SPACES
TOTAL =	174 SPACES

PDD CONCEPT PLAN
FOR
SOUTHLAND ADDITION

LOT 6 & THE REMAINDER OF LOTS 1–5, BLOCK 2
CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

OLDHAM GOODWIN GROUP LLC
BROKERAGE | DEVELOPMENT | MANAGEMENT

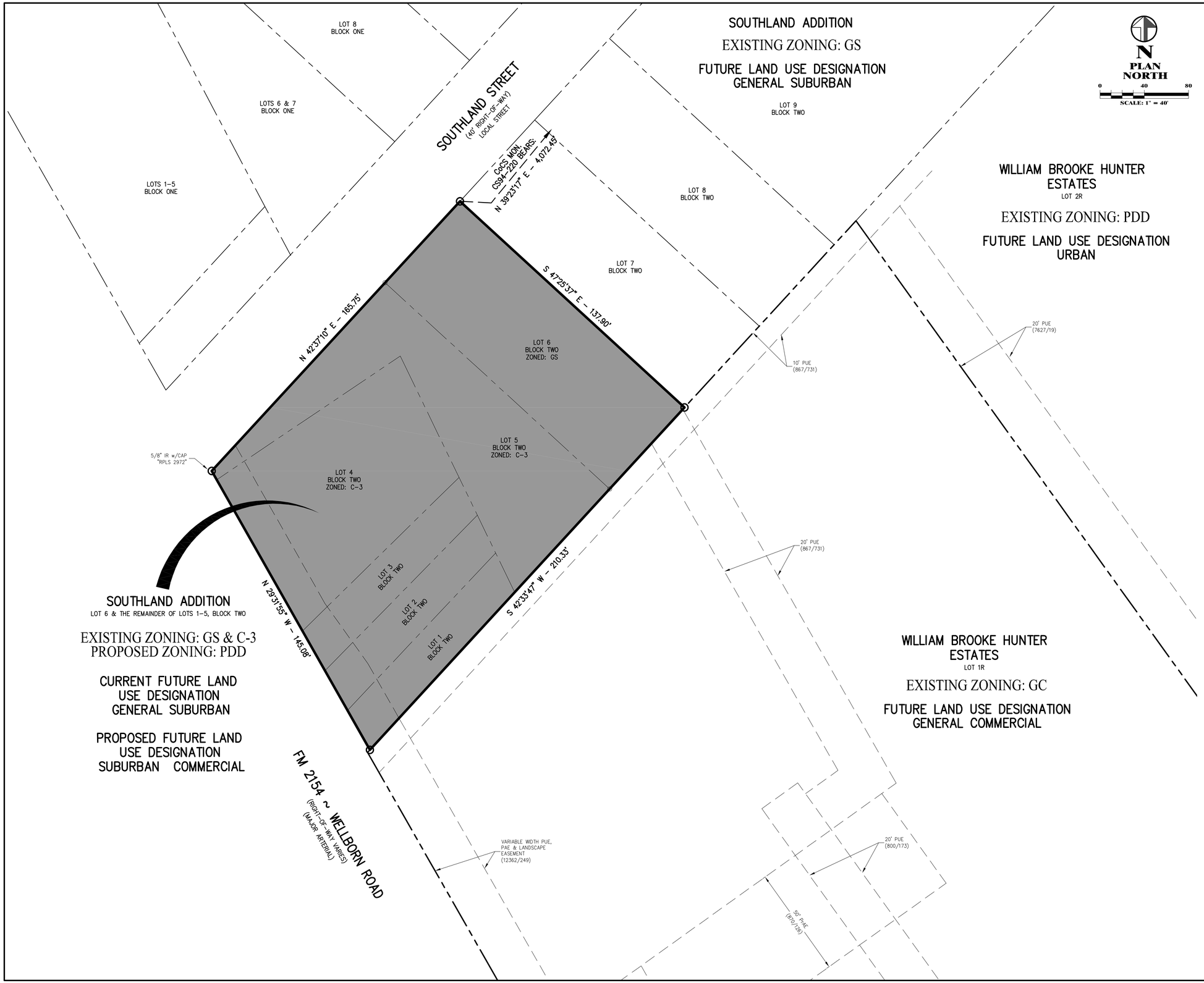
SWC AT BEE CREEK, LLC
c/o FREDDY ALONSO
2800 SOUTH TEXAS AVENUE STE. 401
BRYAN, TX 77802
PH: (979) 260-2000
EMAIL: Freddy.alonso@oldhamgoodwin.com

RME Consulting Engineers

POST OFFICE BOX 9253
COLLEGE STATION, TX 77842
PH: (979) 764-0704
EMAIL: civil@rmengineer.com
TEXAS FIRM REGISTRATION No. F-4695

FILENAME: 0755CP2A	SCALE: 1"=30'
SUBMITTED DATE: 2/13/15	
REVISIONS:	
DRAWN BY: R.A.M.	CHECKED BY:
FIELD BOOK: N/A	PAGES: N/A

RME CONSULTING ENGINEERS
CLIENT NO. PROJECT NO.
325 – 0755
SHEET 1 OF 1



ZONING NAMES:

GS = GENERAL SUBURBAN
GC = GENERAL COMMERCIAL
U = URBAN
PDD = PLANNED DEVELOPMENT DISTRICT

GENERAL NOTES:

1. THIS PROPERTY DOES NOT LIE WITHIN THE 100–YEAR FLOODPLAIN PER F.E.M.A.–FIRM COMMUNITY PANEL NO. 48041C 0305F, APRIL 2, 2014.

2. BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI–YEAR CORS SOLUTION 2 (MYCS2).

   DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. AREAS SHOWN AS "MEASURED" HEREON ARE CALCULATED FROM GRID DISTANCES. TO OBTAIN SURFACE DISTANCES (NOT SURFACE AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00010319041689 (CALCULATED USING GEOID12B).

3. ALL PROPERTY CORNERS ARE MONUMENTED BY 1/2" IRON RODS (CAPPED "KERR 4502") UNLESS OTHERWISE NOTED.

4. THIS DOCUMENT IS FOR REZONING SOLELY AND IS NOT TO BE USED AS A BOUNDARY/TITLE SURVEY. THE BOUNDARY DATA SHOWN WAS SURVEYED AND PROVIDED BY KERR SURVEYING, UNDER THE DIRECTION OF MR. BRAD KERR, RPLS 4502.

5. THE EXISTING USE OF THIS TRACT IS VACANT.

6. THE EXISTING 8" PUBLIC SANITARY SEWER LINE, INTERNAL TO LOT 1R – WILLIAM BROOK HUNTER ESTATES, WILL BE EXTENDED TO THE SUBJECT PROPERTY FOR SANITARY SEWER SERVICE.

REZONING MAP
FOR
SOUTHLAND ADDITION

LOT 6 & THE REMAINDER OF LOTS 1–5, BLOCK 2
CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

OLDHAM GOODWIN GROUP LLC
BROKERAGE | DEVELOPMENT | MANAGEMENT

SWC AT BEE CREEK, LLC
c/o FREDDY ALONSO
2800 SOUTH TEXAS AVENUE STE. 401
BRYAN, TX 77802
PH: (979) 260-2000
EMAIL: Freddy.alonso@oldhamgoodwin.com

RME Consulting Engineers

POST OFFICE BOX 9253
COLLEGE STATION, TX 77842
PH: (979) 764-0704
EMAIL: civil@rmengineer.com
TEXAS FIRM REGISTRATION No. F-4695

FILENAME: 0755RZ1A	SCALE: 1"=40'
SUBMITTED DATE: 7/30/21	
REVISIONS: 9/3/21	
DRAWN BY: R.A.M.	CHECKED BY:
FIELD BOOK: N/A	PAGES: N/A

RME CONSULTING ENGINEERS
CLIENT NO. PROJECT NO.
325 – 0755

SHEET 1 OF 1

REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: SW CROSSING

Address: 1201 WELLBORN RD

Legal Description: SOUTHLAND, BLOCK 2, LOT 1-5, ACRES .438

Total Acreage: 0.6

Applicant: RME CONSULTING ENGINEERS

Property Owner: SOUTHLAND WELLBORN LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

See attached "explanations".

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

See attached "explanations".

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

See attached "explanations".

Explain the suitability of the property for uses permitted by the rezoning district requested.

See attached "explanations".

Explain the suitability of the property for uses permitted by the current zoning district.

See attached "explanations".

Explain the marketability of the property for uses permitted by the current zoning district.

See attached "explanations".

List any other reasons to support this zone change.

See attached "explanations".

Building Heights.

30'

Proposed Drainage.

Detention and drainage to existing development

Variations Sought.

Requesting modifications to the standard SC Suburban Commercial requirements for restaurants with a drive-thru which include being located a minimum of 150 feet from any single-family use or zoning and the requirement that drive-thru facilities (menu board, speaker box, pick-up window) cannot be located between the building and any single-family use or zoning. Proposing the following:

1. Distance from pick-up window to the single-family property line: 59 feet
2. Distance from back-of-curb of by-pass lane to single-family property line: 36 feet
3. Distance from menu board to single-family property line: 67 feet

Community Benefits.

Increased buffer yard width.

Sustained Stability.

See attached "explanations".

Conformity.

See attached "explanations".

Compatibility with use.

See attached "explanations".

Access to Streets.

Utilize existing street connections.

Public Improvements.

All internal to site.

Public Health.

See attached "explanations".

Safety.

See attached "explanations".

REZONING SUPPORTING INFORMATION
SOUTHLAND ADDITION – LOT 6 & REMAINDER OF LOTS 1 – 5, BLOCK TWO

REQUIRED INFORMATION:

AREA CONDITIONS:

List the changed or changing conditions in the area, or in the City, which make this zone change necessary.

The majority of the proposed project area is currently zoned C-3 with the remaining being GS (General Suburban). The project is located at a "hard" corner of the major arterial of Wellborn Road (FM 2154) and Southland Street. Base zoning will be restricted to Suburban Commercial (SC) uses and the PDD zoning will be accompanied with a Concept Plan that provides for the relocation/reconstruction of a restaurant with a drive-through component. The zoning change will provide an adequate area for this redevelopment, ancillary uses, and over-sized buffer area (with landscaping and solid screening wall) with the adjacent residential uses.

COMPATIBILITY:

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Suburban Commercial uses are ideal at "hard" corners of major intersections. The project area is located at the intersection of the major arterial of Wellborn Road (FM 2154) and Southland Street. The historic use of this site has been residential but with Wellborn Road being a major thoroughfare, SC uses are far more compatible. Additionally, the proposed development is an extension of the Southwest Crossing commercial center and will provide a typical transitional use between the surrounding existing single-family residential developments.

COMPREHENSIVE PLAN:

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

A Comprehensive Plan Amendment is being requested with this zoning change.

REZONING SUITABILITY:

Explain the suitability of the property for uses permitted by the rezoning district requested.

The proposed development is a compatible fit and provides for a transitional use between the surrounding existing single-family residential developments.

CURRENT SUITABILITY:

Explain the suitability of the property for uses permitted by the current zoning district.

The comprehensive development is located along the "hard" corners of Wellborn Road (FM 2154) and the intersections of Southwest Parkway (minor arterial). These "light" commercial uses (i.e. Southwest Crossing retail, office & restaurant spaces plus the relocation/replacement of the stand-only restaurant) will provide reasonable transitional uses to the single-family use further east along Southland Street and the multi-family development to the east of the shopping center.

PROPERTY MARKETABILITY:

Explain the marketability of the property for uses permitted by the current zoning district.

The zoning change will provide an adequate area for this redevelopment, ancillary uses, and over-sized buffer area (with landscaping and solid screening wall) with the adjacent residential uses. The relocation/replacement of the proposed facility will also provide higher visibility to Building "C" located with the Southwest Crossing commercial center.

OTHER REASONS:

List any other reasons to support this zone change.

N/A.

CONCEPT PLANS:

BUILDING HEIGHTS:

Provide the range of future building heights.

Less than 20'.

PROPOSED DRAINAGE:

Provide a general statement regarding the proposed drainage.

Site development of this tract will require a detention facility which will adequately discharge site runoff to pre-development runoff rates. Discharge from this site will be conveyed south to the Southwest Crossing commercial property and existing storm sewer collection system.

VARIANCE SOUGHT:

Modifications to the standard SC Suburban Commercial requirements for restaurants with a drive-thru which include being located a minimum of 150 feet from any single-family use or zoning and the requirement that drive-thru facilities (menu board, speaker box, pick-up window) cannot be located between the building and any single-family use or zoning. The applicant is proposing the following:

1.Distance from pick-up window to the single-family property line: 59 feet
2.Distance from back-of-curb of by-pass lane to single-family property line: 36 feet
3.Distance from menu board to single-family property line: 67 feet

COMMUNITY BENEFITS:

If variations are sought, please provide a list of community benefits and/or innovative design concepts to justify the request.

See attached PDD Zoning and Concept Plan document. Summary of Community Benefits are as follows:

1) 30' wide buffer zoning with landscaping and solid screening wall along the common property line of residential uses.
2) 5 queuing spaces for pick-up window and 3 queuing spaces for order window.
3) Shared parking and private access easement(s) provided with neighboring Southwest Crossing commercial center.

SUSTAINED STABILITY:

Explain how the concept plan proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area.

Over-sized buffering, screening and other enhancements added to the PDD Concept Plan will help to minimize the "commercial" impacts to the surrounding community. Also, these proposed features will help to increase the operations of the commercial center and proposed project.

CONFORMITY:

Explain how the proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan.

Requested zoning change includes additional buffer area.

COMPATIBILITY w/USE:

Explain how the concept plan proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development.

The comprehensive development is located along the "hard" corners of Wellborn Road (FM 2154) and the intersections of Southwest Parkway (minor arterial). These "light" commercial uses (i.e. Southwest Crossing retail, office & restaurant spaces plus the relocation/replacement of the stand-only restaurant) will provide reasonable transitional uses to the single-family use further east along Southland Street and the multi-family development to the east of the shopping center.

ACCESS TO STREETS:

State how dwelling units shall have access to a public street, if they do not front on a public street.

Full access will be provided via the Southwest Crossing commercial center (Wellborn Road and Southwest Parkway). No driveway access will be requested for Southland Street.

PUBLIC IMPROVEMENTS:

State how the development has provided adequate public improvements, including, but not limited to parks, schools, and other public facilities.

Existing public utilities and streets are in place and accessible to this project area.

PUBLIC HEALTH:

Explain how the concept plan proposal will not be detrimental to the public health, safety, or welfare, or be materially injurious to properties or improvements in the vicinity.

Transitional zoning and over-sized buffering will be provided to adjacent single-family residential uses.

SAFETY:

Explain how the concept plan proposal will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

The total peak generation, anticipated for this project, is nominally increasing since the restaurant is a relocation/replacement of the existing restaurant facility. The traffic generated by this project is well within the capacity of the surrounding roadway infrastructure. No driveway access will be requested for Southland Street which will avoid commercial and residential vehicular interaction along Southland Street.

October 28, 2021
Item No. 9.3.
Rezoning – Baylor Scott & White Medical Clinic

Sponsor: Jesse Dimeolo

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District on approximately 13 acres located at 4003 State Highway 6 South, generally located at the corner of Midtown Drive and the State Highway 6 Frontage Road.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the rezoning request and associated concept plan. The Planning and Zoning Commission will hear this item at their October 21, 2021, meeting.

Summary: The subject property is identified as Tract 6 in the original Scott & White PDD Planned Development District (Ordinance #2010-3300), which requires Tracts 2-7 to obtain approved, revised Concept Plans prior to site plan approval or the issuance of permits for the development of the property. This rezoning request proposes a Concept Plan for Tract 6 in accordance with the existing PDD district zoning. No other changes are proposed to the PDD.

REZONING REVIEW CRITERIA

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

The Comprehensive Plan Future Land Use and Character Map designates the subject property as General Commercial. This property is also part of the College Station Medical District Master Plan that was approved in October 2012. The Medical District Master Plan includes areas appropriate for medically related uses, including the region's two major hospitals, and supporting office, commercial, and residential uses. With the recent 10-year update to the Comprehensive Plan, the land use designation on this property was changed from Medical Use to General Commercial to allow for more flexibility and increased commercial uses on the subject property, which is located near State Highway 6 and its Frontage Road.

The Comprehensive Plan generally describes the General Commercial land use designation as follows:

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

General Commercial allows for many of the same medical, office, and supporting uses as outlined in the Medical District Master Plan. The proposal for a medical clinic to be built at this site is consistent with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The property has frontage on State Highway 6 to the west. Adjacent properties to the north and east are zoned PDD Planned Development District and are partially developed with medical facilities, general commercial uses, and senior housing. College Station's new water tower is currently under construction on the R Rural property to the south and to the southeast is undeveloped City of College Station parkland. The proposed PDD zoning is appropriate in the context of the surrounding area.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The applicant is proposing an updated concept plan for tract 6, totaling approximately 13 acres, fronting on Midtown Drive and the State Highway 6 Frontage Road. The tract is part of the larger Medical District Master Plan and is suitable for development because it is a permitted use, fits the surrounding area and has access to a public road.

4. Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:
Water and sewer service will be provided by the City of College Station. There are existing water and sewer lines along Midtown Drive. There is adequate capacity of both water and sewer for this development. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject property has frontage on State Highway 6 South which is designated as a Freeway/Expressway and Midtown Drive which is designated a Major Collector on the City's Thoroughfare Plan.

5. The marketability of the property:
Since the property is adjacent to an existing hospital, the addition of a medical clinic would be highly marketable.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:
1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and

7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

Purpose, Intent and Community Benefit: The adopted Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. The intent is to provide medically related uses that support the nearby Baylor Scott & White hospital and the surrounding areas. This benefits the community as a whole as the need for a strong healthcare industry continues to grow.

Land Uses:
The adopted PDD allows the following land uses on Tract 6:

- Extended Care Facility I Convalescent I Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational I Trade
- Government Facilities
- Health Care, Hospitals
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio I Gallery
- Car Wash *
- Commercial Garden I Greenhouse I Landscape Maint.*
- Commercial Amusements*
- Conference I Convention Center
- Country Club
- Daycare, Commercial
- Drive-in I thru window
- Dry Cleaners & Laundry
- Fraternal Lodge
- Fuel Sales*
- Health Club I Sports Facility, Indoor+
- Health Club I Sports Facility, Outdoor
- Hotels
- Night Club. Bar or Tavern (C)
- Offices
- Parking as Primary Use
- Personal Service Shop
- Printing I Copy Shop
- Radio I TV Station I Studios
- Restaurants
- Retail Sales - Single Tenant over 50,000 SF

- Retail Sales & Service*
- Retail Sales & Service -Alcohol*
- Theater
- Storage, Self Service
- Vehicular Sales, Rental, Repair and Service*
- Scientific Testing I Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

* Land Use with Supplemental Standards (Refer to Article 6 of the Unified Development Ordinance)
+ Health clubs are limited to 20,000 s.f.
(C) Conditional Use Permit

Lighting:
The adopted PDD states that:
The Concept Plan includes restrictions on site lighting such that Tracts 2-5 will be limited to a maximum mounting height of 12 feet and Tracts I, 6, and 7 will be limited to a maximum mounting height of 30 feet. The zoning provides for a more residential scale of lighting on the tracts identified as either General Suburban or Suburban Commercial and allows for the higher intensity commercial areas to use a type of lighting more appropriate to a general commercial development.

Floodplain and Detention:
As was defined in the adopted PDD, detention was provided for this tract with the development of the Baylor Scott & White Hospital. There is no existing floodplain on this property.

Base Zoning District and Modifications: The PDD Planned Development District zoning includes the base zoning district of GC General Commercial, with modifications. There are no proposed changes to the base zoning or modifications. Previously adopted modifications that may apply to Tract 6 are:

1. Section 7.2.I "Number of Off-Street Parking Spaces Required" of the UDO
The following are the modified parking requirements:

Use	Unit	Spaces/Unit	UDO Requirement
Day Care Center	250 s.f.	0.8	1
Hospital	Bed	2	As determined by the Administrator
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	0.8	1
Office Building	250 s.f.	0.875	1

In addition, any use not specifically listed shall refer to the Unified Development Ordinance and may be reduced by 20%.

2. Section 7.2.C "Dimensions & Access" of "Off-Street Parking Standards" of the UDO
The minimum parking space size is not less than nine feet by eighteen feet six inches (9' x 18.5').

3. Section 5.4 "Non-Residential Dimensional Standards" of the UDO
The following are the setbacks and height limitations for Tracts 1-7:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. S.S. Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 stories (96')	2 stories (30')	2 stories (30')	4 stories (50') (D)	2 stories (30') (C)	4 stories (50')	4 stories (50')

C – Single- Family Height /Setback applies.
D – Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 500 feet. Beyond the 500 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

4. Section 7.9.E.3 " Additional Standards for 50,000 s.f. or Greater" "Landscaping" of the UDO
Trees generally required to be planted in tree wells within a sidewalk along primary facades are permitted to be planted in landscape areas instead. Shade structures or plantings shall be located along the sidewalks.

5. Section 7.9.F.4 "Additional Standards for 150,000 s.f. or Greater" of the UDO
Parking screening berms are not required for parking areas located beyond 100 feet from the public right-of way if the area between the parking and the right-of-way remains as open space. The parking shall be screened using another method such as landscaping.

The proposed concept plan shows a single, medical office building at the hard corner of Midtown Drive and the State Highway 6 Frontage Road. The building and surrounding parking area occupy approximately two acres out of the total 13 acres. In the future, when the remainder of the tract is developed, an additional revised concept plan will be required as set forth in the original PDD language.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Concept Plan
3. Background Information
4. Vicinity Map, Aerial, and Small Area Map
5. Rezoning Map
6. Rezoning Exhibit
7. Applicant's Supporting Information
8. Ordinance #2010-3300

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT ON APPROXIMATELY THIRTEEN ACRES OF LAND LOCATED AT 4003 STATE HIGHWAY 6 SOUTH AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D" attached** hereto and made a part of this Ordinance for all purposes.

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

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED, ADOPTED, and APPROVED this 28th day of October, 2021.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to PDD Planned Development District:

FIELD NOTES

BEING A 13.20-ACRE (574,905 SQ. FT.) TRACT OF LAND SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING THE SAME TRACT DESCRIBED IN THE SCOTT & WHITE HEALTHCARE SUBDIVISION DEPICTED ON A PLAT RECORDED IN VOLUME 10179, PAGE 50, OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.T.), SAID 13.20-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP, STAMPED "JACOBS" FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING LOCATED IN BOTH THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF STATE HIGHWAY 6 (WIDTH VARIES) AND IN THE SOUTH R.O.W. LINE OF LAKEWAY DRIVE (CALLED 80' WIDE);

THENCE NORTH 57° 49' 22" EAST (NORTH 57° 49' 00" EAST), DEPARTING FROM SAID STATE HIGHWAY 6 AND WITH SAID R.O.W. LINE OF LAKEWAY DRIVE, A DISTANCE OF 336.93 (336.93) FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTH MID-WEST CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, CONTINUING WITH SAID R.O.W. LINE OF LAKEWAY DRIVE IN A NORTHEASTERLY DIRECTION WITH SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 (760.00) FEET, THROUGH A CENTRAL ANGLE OF 54° 21' 18" (54° 21' 18"), O.P.R.B.C.T., AN ARC DISTANCE OF 720.99 (720.99) FEET (CHORD BEARS NORTH 85° 00' 02" EAST (NORTH 84° 59' 39" EAST), A DISTANCE OF 694.26 (694.26) FEET TO A 1/2-INCH IRON ROD WITH CAP, STAMPED "JACOBS" FOUND FOR THE NORTH MID-EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 67° 47' 46" EAST (SOUTH 67° 49' 42" EAST) WITH SAID R.O.W. LINE OF LAKEWAY DRIVE, A DISTANCE OF 270.27 (270.31) FEET TO A ½-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "GESSNER" (HEREINAFTER REFERRED TO AS "WITH CAP") SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING A CORNER FOR LOT 1, BLOCK 1 DESCRIBED IN THE M.D. WHEELER, PHASE I SUBDIVISION DEPICTED ON A PLAT RECORDED IN VOLUME 15386, PAGE 84, O.P.R.B.C.T.;

THENCE SOUTH 41° 16' 01" WEST (SOUTH 41° 15' 39" WEST) DEPARTING FROM SAID LAKEWAY DRIVE AND WITH SAID LOT 1, BLOCK 1 OF THE M.D. WHEELER, PHASE 1 SUBDIVISION, A DISTANCE OF 911.35 (911.49) FEET TO A 1/2-INCH IRON ROD WITH CAP, STAMPED "JACOBS" FOUND FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING IN THE NORTH LINE OF CALLED 71.52-ACRE TRACT DESCRIBED IN A WARRANTY DEED TO M. D. WHEELER, LTD., RECORDED IN VOLUME 3007, PAGE 341, O.P.R.B.C.T. AND THE EAST CORNER OF LOT 2, BLOCK 4 DESCRIBED IN THE CALLED SCOTT & WHITE HEALTHCARE SUBDIVISION;

THENCE NORTH 34° 26' 18" WEST (NORTH 34° 26' 19" WEST) DEPARTING SAID 71.52-ACRE TRACT AND WITH THE EAST LINE OF SAID LOT 2, BLOCK 4 OF THE SCOTT & WHITE HEALTHCARE SUBDIVISION, A DISTANCE OF 307.81 (307.89) FEET TO A 1/2-INCH IRON ROD WITH CAP, STAMPED "JACOBS" FOUND FOR A CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTH CORNER OF SAID LOT 2, BLOCK 4 OF THE SCOTT & WHITE HEALTHCARE SUBDIVISION;

THENCE SOUTH 57° 51' 24" WEST (SOUTH 57° 49' 00" WEST) WITH THE NORTH LINE OF SAID LOT 2, BLOCK 4 OF THE SCOTT & WHITE HEALTHCARE SUBDIVISION, A DISTANCE OF 226.15 (226.25) FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE WEST CORNER OF SAID LOT 2, BLOCK 4 OF THE SCOTT & WHITE HEALTHCARE SUBDIVISION AND BEING LOCATED IN THE EXISTING EAST R.O.W. LINE OF STATE HIGHWAY 6;

THENCE, NORTH 32° 11' 10" WEST (NORTH 32° 11' 00" WEST) DEPARTING SAID LOT 2, BLOCK 4 OF THE SCOTT & WHITE HEALTHCARE SUBDIVISION AND WITH SAID EAST R.O.W. LINE OF STATE HIGHWAY 6, A DISTANCE OF 488.79 (488.84) FEET TO THE POINT OF BEGINNING, AND CONTAINING 13.20 ACRES OF LAND.

Exhibit B

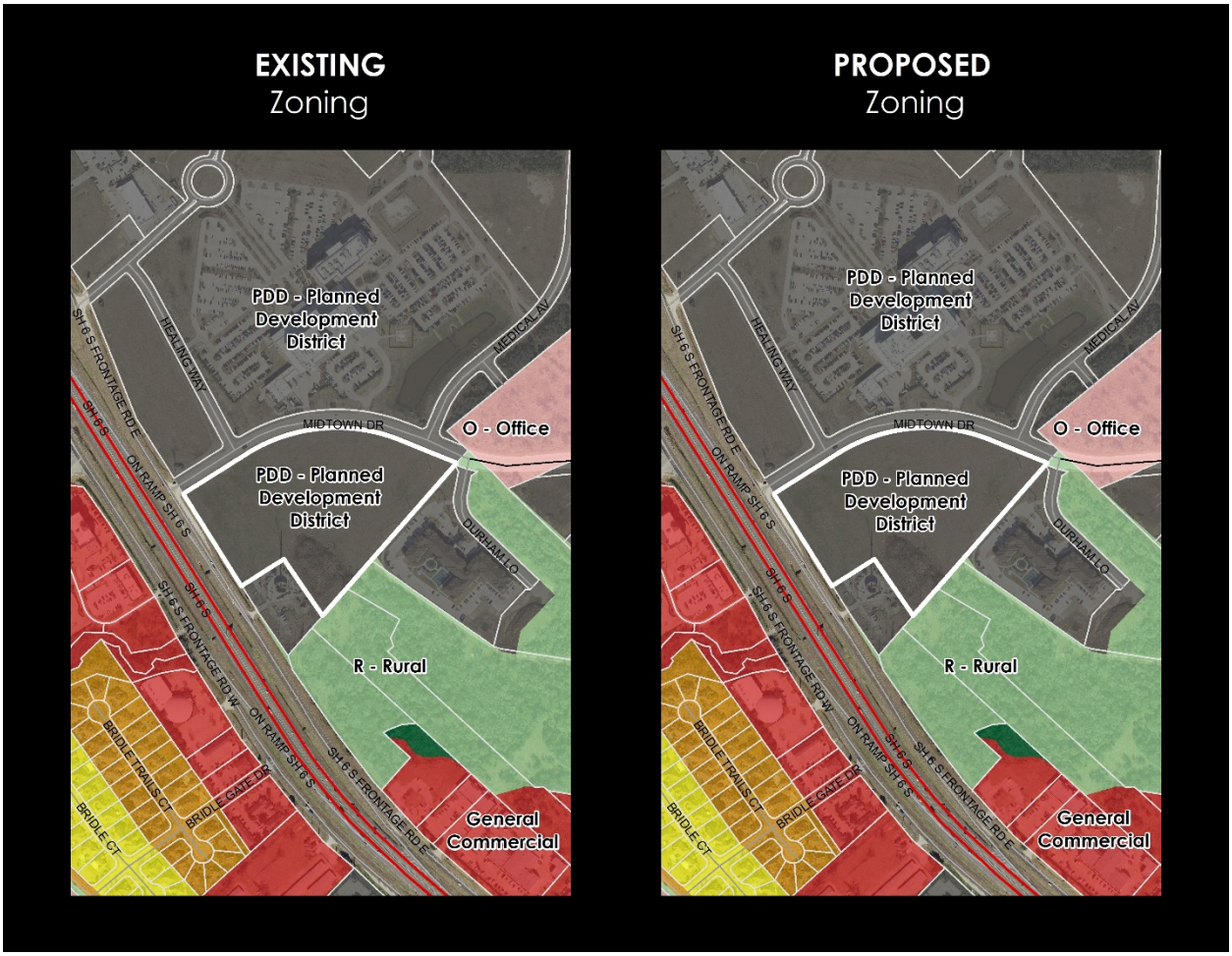

EXISTING
Zoning
PDD - Planned Development District
O - Office
PDD - Planned Development District
R - Rural
General Commercial
PROPOSED
Zoning
PDD - Planned Development District
O - Office
PDD - Planned Development District
R - Rural
General Commercial

Exhibit C

Base Zoning Districts and Modifications

The PDD Planned Development District zoning includes the base zoning district of GC General Commercial, with modifications. There are no proposed changes to the base zoning or modifications. Previously adopted modifications that may apply to Tract 6 are:

1. Section 7.2.I "Number of Off-Street Parking Spaces Required" of the UDO
   The following are the modified parking requirements:

Use	Unit	Spaces/Unit	UDO Requirement
Day Care Center	250 s.f.	0.8	1
Hospital	Bed	2	As determined by the Administrator
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	0.8	1
Office Building	250 s.f.	0.875	1

   In addition, any use not specifically listed shall refer to the Unified Development Ordinance and may be reduced by 20%.
2. Section 7.2.C "Dimensions & Access" of "Off-Street Parking Standards" of the UDO
   The minimum parking space size is not less than nine feet by eighteen feet six inches (9' x 18.5').
3. Section 5.4 "Non-Residential Dimensional Standards" of the UDO
   The following are the setbacks and height limitations for Tracts 1-7:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. S.S. Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 stories (96')	2 stories (30')	2 stories (30')	4 stories (50') (D)	2 stories (30') (C)	4 stories (50')	4 stories (50')

C – Single- Family Height /Setback applies.
D – Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 500 feet. Beyond the 500 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

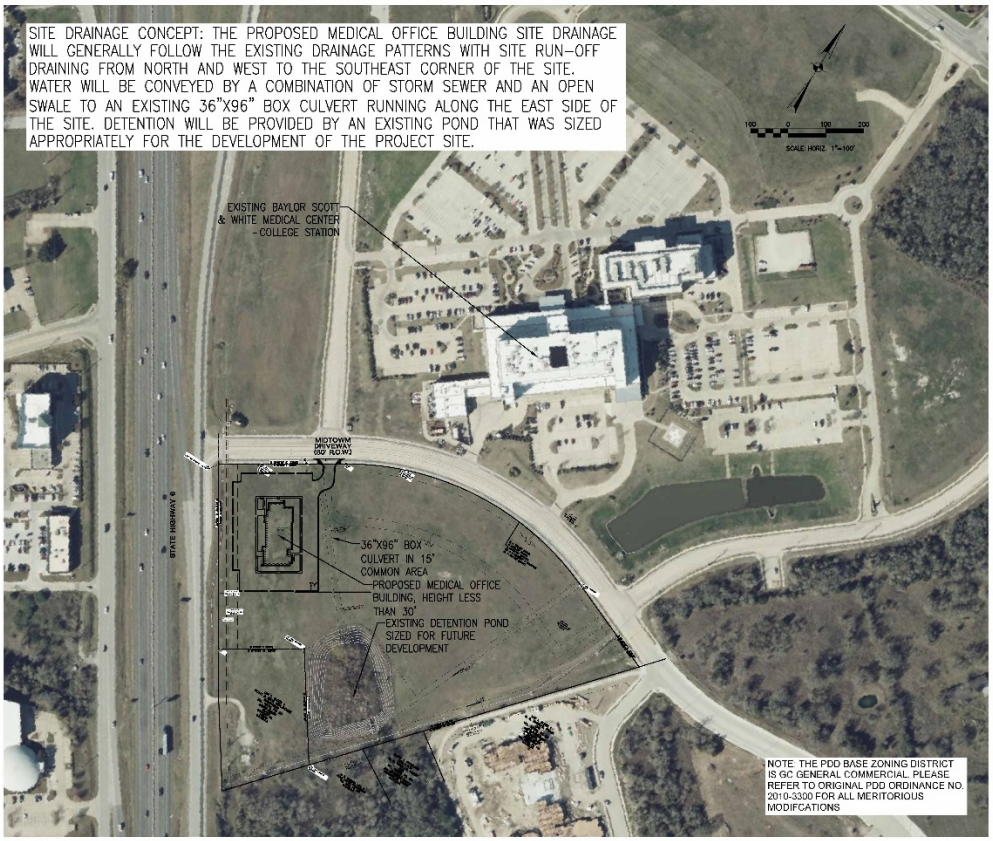
4. Section 7.9.E.3 " Additional Standards for 50,000 s.f. or Greater" "Landscaping" of the UDO
   Trees generally required to be planted in tree wells within a sidewalk along primary facades are permitted to be planted in landscape areas instead. Shade structures or plantings shall be located along the sidewalks.
5. Section 7.9.F.4 "Additional Standards for 150,000 s.f. or Greater" of the UDO
   Parking screening berms are not required for parking areas located beyond 100 feet from the public right-of- way if the area between the parking and the right-of-way remains as open space. The parking shall be screened using another method such as landscaping.

The proposed concept plan shows a single, medical office building at the hard corner of Midtown Drive and the State Highway 6 Frontage Road. The building and surrounding parking area occupy approximately two acres out of the total 13 acres. In the future, when the remainder of the tract is developed, an additional revised concept plan will be required as set forth in the original PDD language.

Purpose, Intent and Community Benefits

The adopted Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. The intent is to provide medically related uses that support the nearby Baylor Scott & White hospital and the surrounding areas. This benefits the community as a whole as the need for a strong healthcare industry continues to grow.

Exhibit D


SITE DRAINAGE CONCEPT: THE PROPOSED MEDICAL OFFICE BUILDING SITE DRAINAGE WILL GENERALLY FOLLOW THE EXISTING DRAINAGE PATTERNS WITH SITE RUN-OFF DRAINING FROM NORTH AND WEST TO THE SOUTHEAST CORNER OF THE SITE. WATER WILL BE CONVEYED BY A COMBINATION OF STORM SEWER AND AN OPEN SWALE TO AN EXISTING 36"X96" BOX CULVERT RUNNING ALONG THE EAST SIDE OF THE SITE. DETENTION WILL BE PROVIDED BY AN EXISTING POND THAT WAS SIZED APPROPRIATELY FOR THE DEVELOPMENT OF THE PROJECT SITE.
EXISTING BAYLOR SCOTT & WHITE MEDICAL CENTER - COLLEGE STATION
MIDTOWN DRIVEWAY (50' R.O.W.)
STATE HIGHWAY 6
36"X96" BOX CULVERT IN 15' COMMON AREA
PROPOSED MEDICAL OFFICE BUILDING, HEIGHT LESS THAN 30'
EXISTING DETENTION POND SIZED FOR FUTURE DEVELOPMENT
NOTE THE PDD BASE ZONING DISTRICT IS GC GENERAL COMMERCIAL. PLEASE REFER TO ORIGINAL PDD ORDINANCE NO. 2010-3300 FOR ALL MERITORIOUS MODIFCATIONS
SCALE: HORIZ. 1"=100'
walter p moore
BSW CS MIDTOWN CLINIC
CONCEPTUAL SITE PLAN
1

walter p moore

Walter P Moore and Associates, Inc.
1301 McKinney, Suite 1100
Houston, Texas 77010

713.630.7300

BSW CS MIDTOWN CLINIC

NO.	DATE	REVISION

PROJECT NO.	DESIGNED BY	REVIEWED BY	DRAWN BY
C02-21001-00	NS	DL	SD
ORIGINAL ISSUE			DATE
ISSUE FOR PERMIT			09-29-2021

CONCEPTUAL SITE PLAN

1

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Sep 30, 2021 - 11:52am X:\C02\2021\21001-00 BSW CS MidTown Clinic\2-Design\04-Exhibits\Concept Plan Exhibit\C02-21001-00-CONCEPT PLAN EXHIBIT.dwg

BACKGROUND INFORMATION

NOTIFICATIONS
Advertised Commission Hearing Date: October 21, 2021
Advertised Council Hearing Date: October 28, 2021

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed:	7
Contacts in support:	None at the time of this report
Contacts in opposition:	None at the time of this report
Inquiry contacts:	None at the time of this report

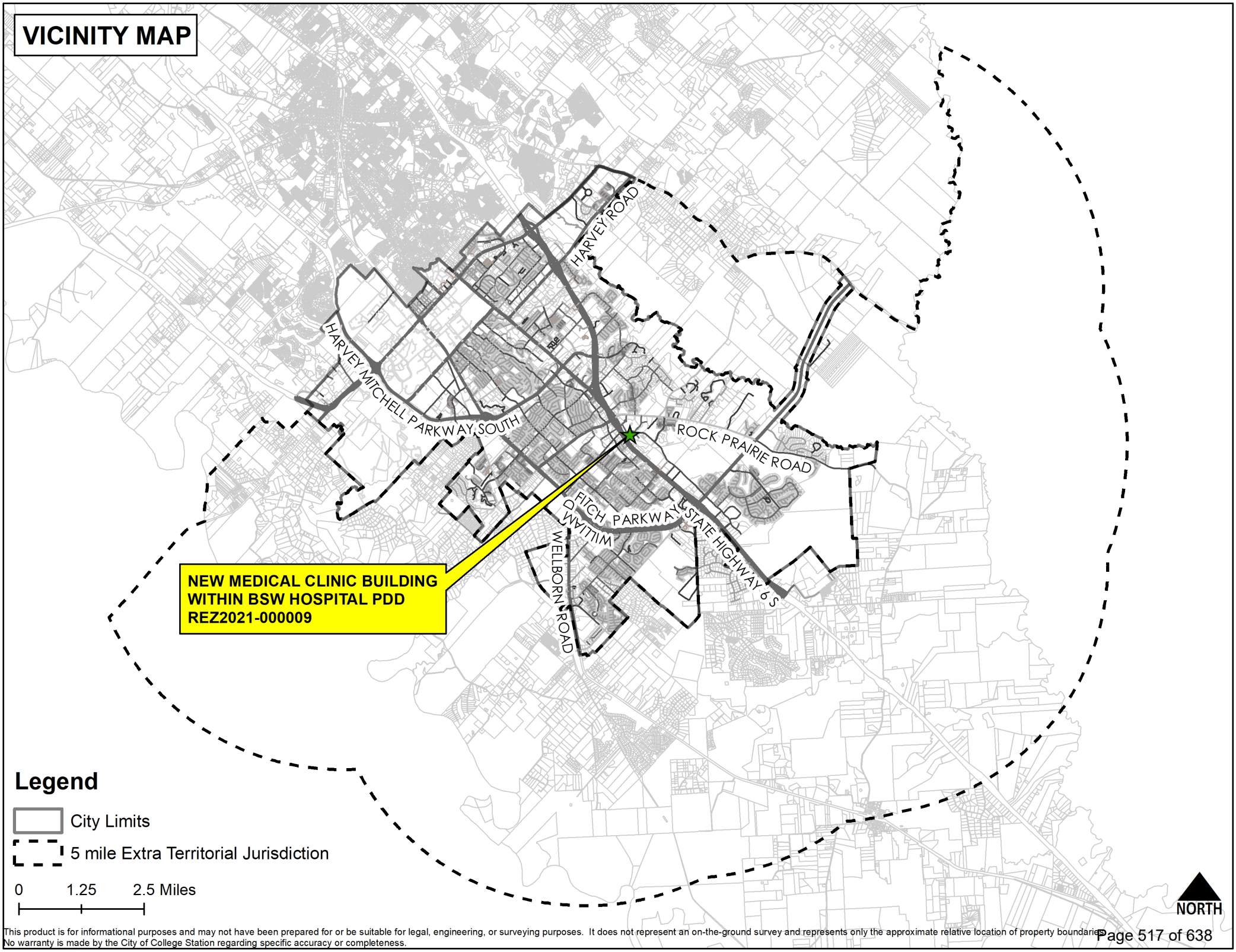
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Medical Use	PDD Planned Development District	Baylor Scott & White Hospital and Rock Prairie Marketplace
South	Medical Use & Natural Areas - Reserved	PDD Planned Development District & R Rural	College Station water tower and undeveloped land
East	Medical Use & Natural Areas - Reserved	PDD Planned Development District	The Huntington Senior Living
West	n/a	n/a	State Highway 6

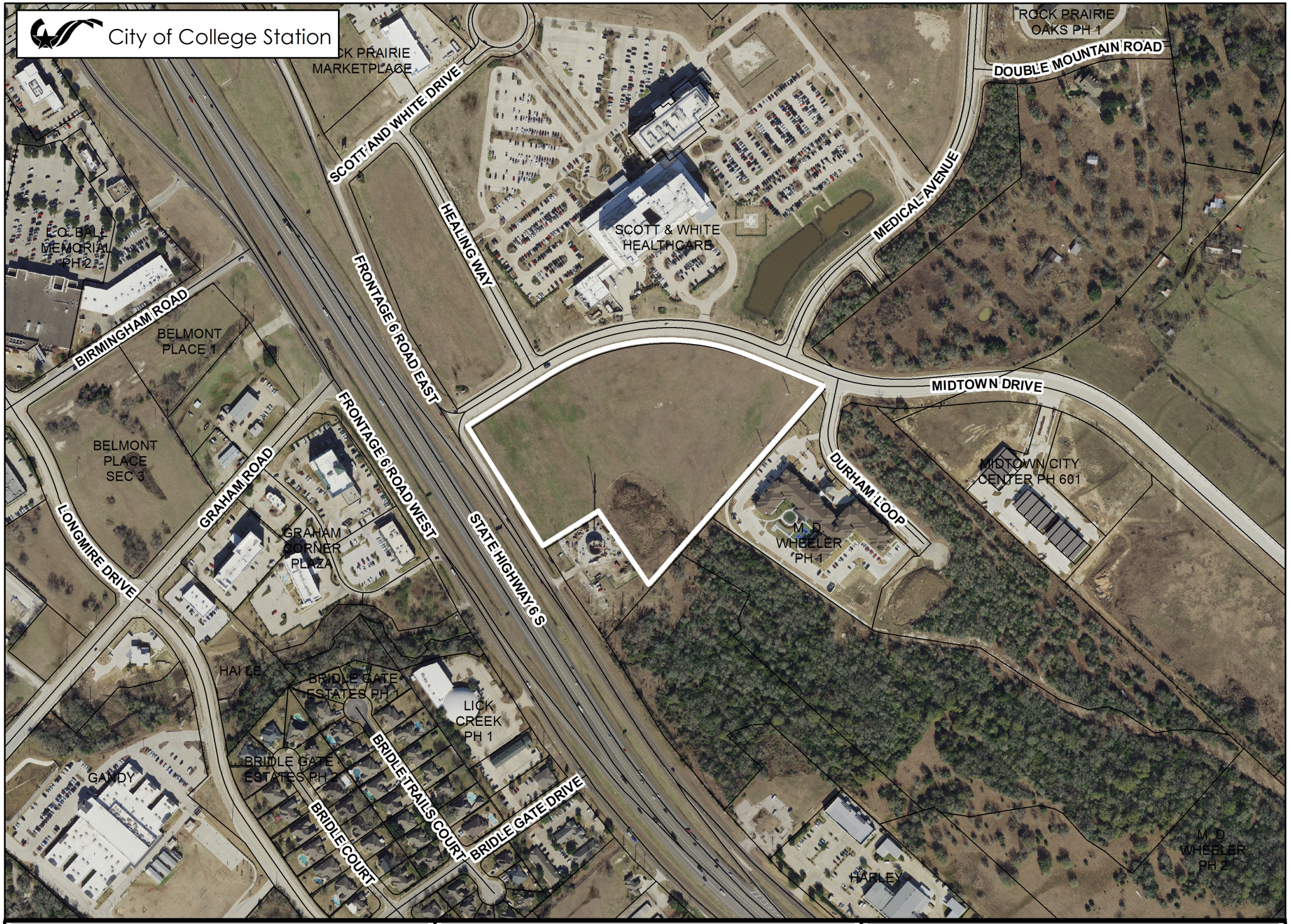
DEVELOPMENT HISTORY

Annexation:	1983
Zoning:	A-O Agricultural Open upon annexation
	A-O rezoned C-1 General Commercial (2009)
	C-1 General Commercial rezoned PDD Planned Development District (2010)
Final Plat:	Scott & White Healthcare Subdivision Block 4, Lot 1 (2011)
Site development:	Undeveloped

VICINITY MAP



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.



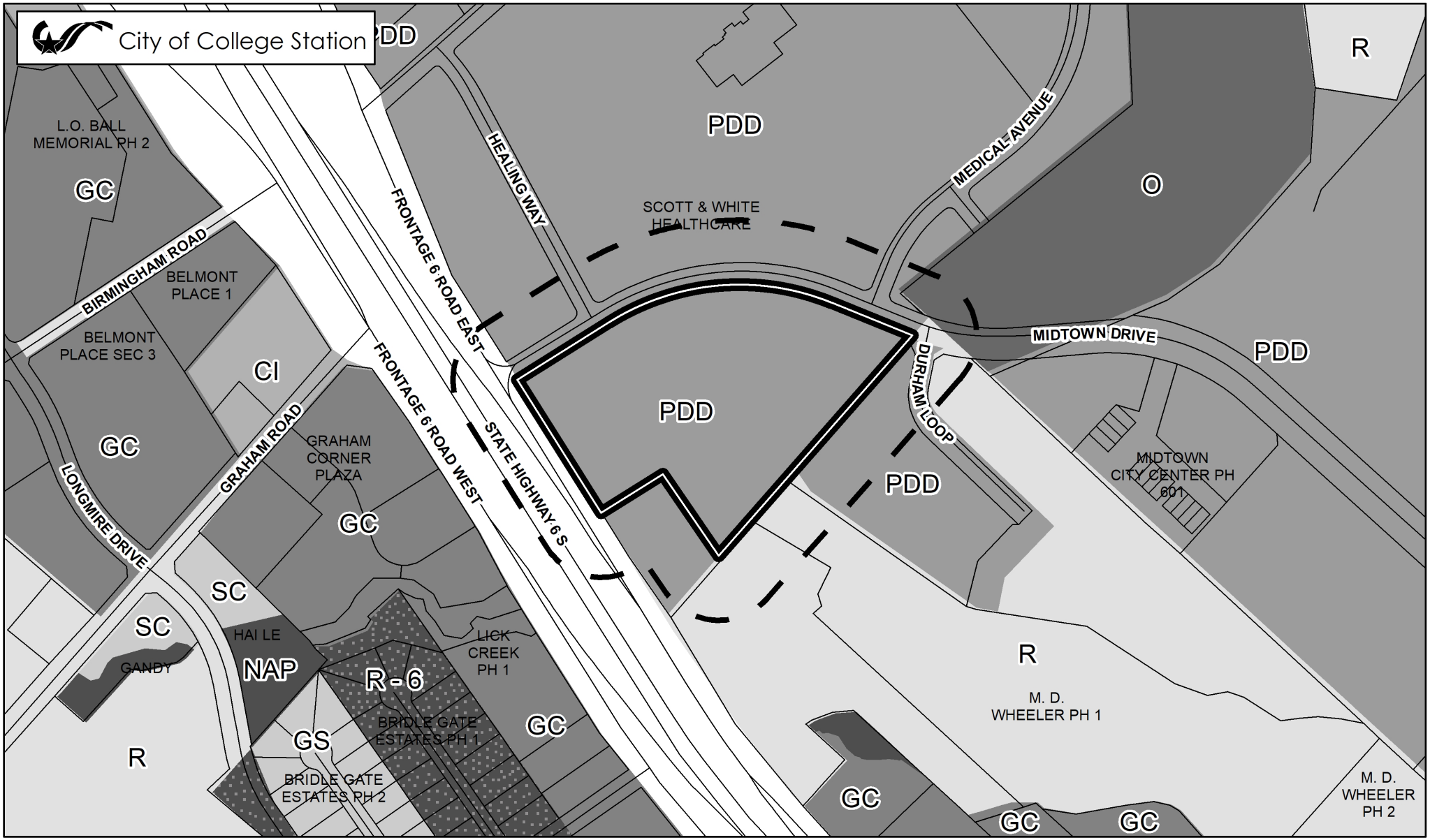
NORTH

0 425 850 Feet

NEW MEDICAL CLINIC BUILDING WITHIN BSW HOSPITAL PDD

Case: REZ2021-000009

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- KO Krenek Tap Ovr.
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

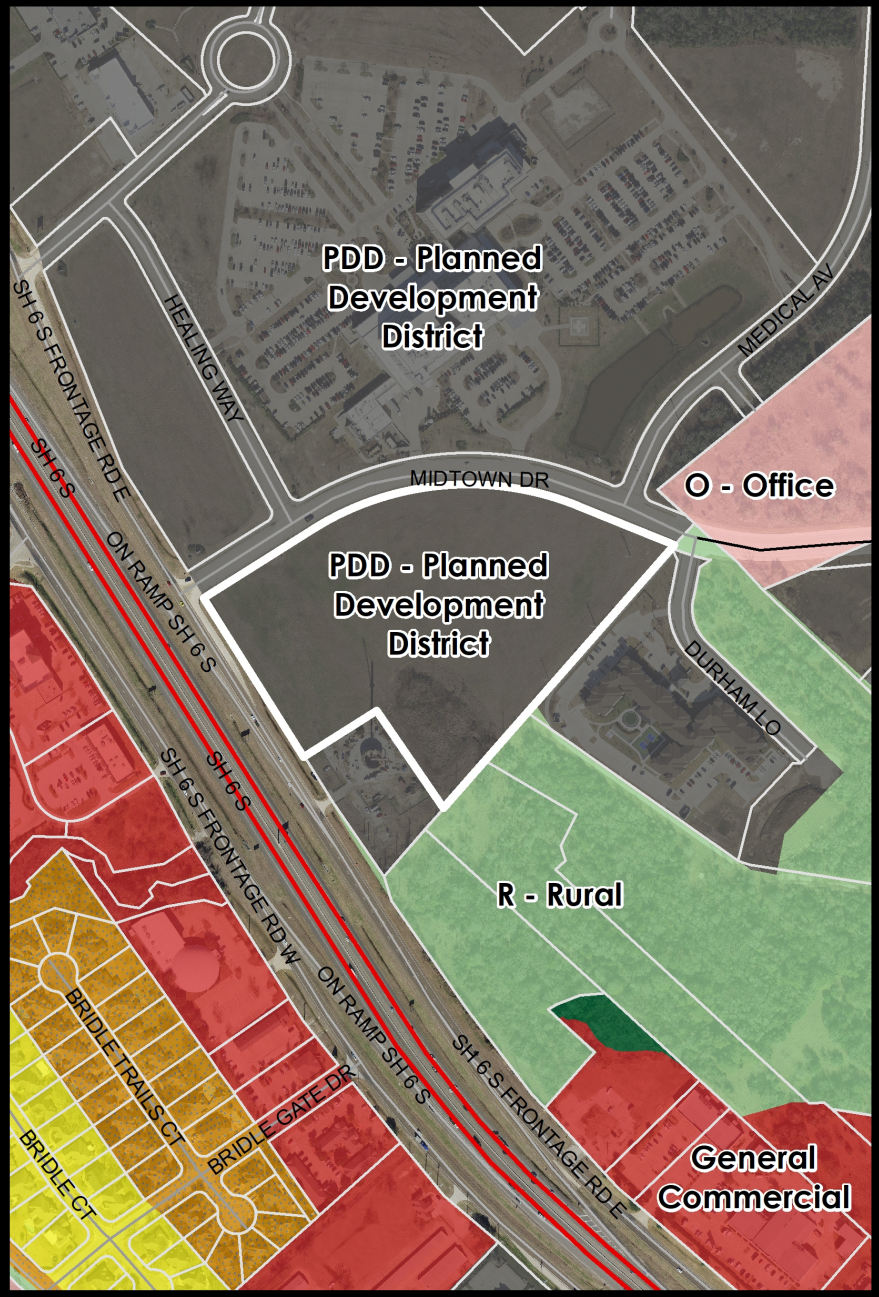
NORTH

0 425 850 Feet

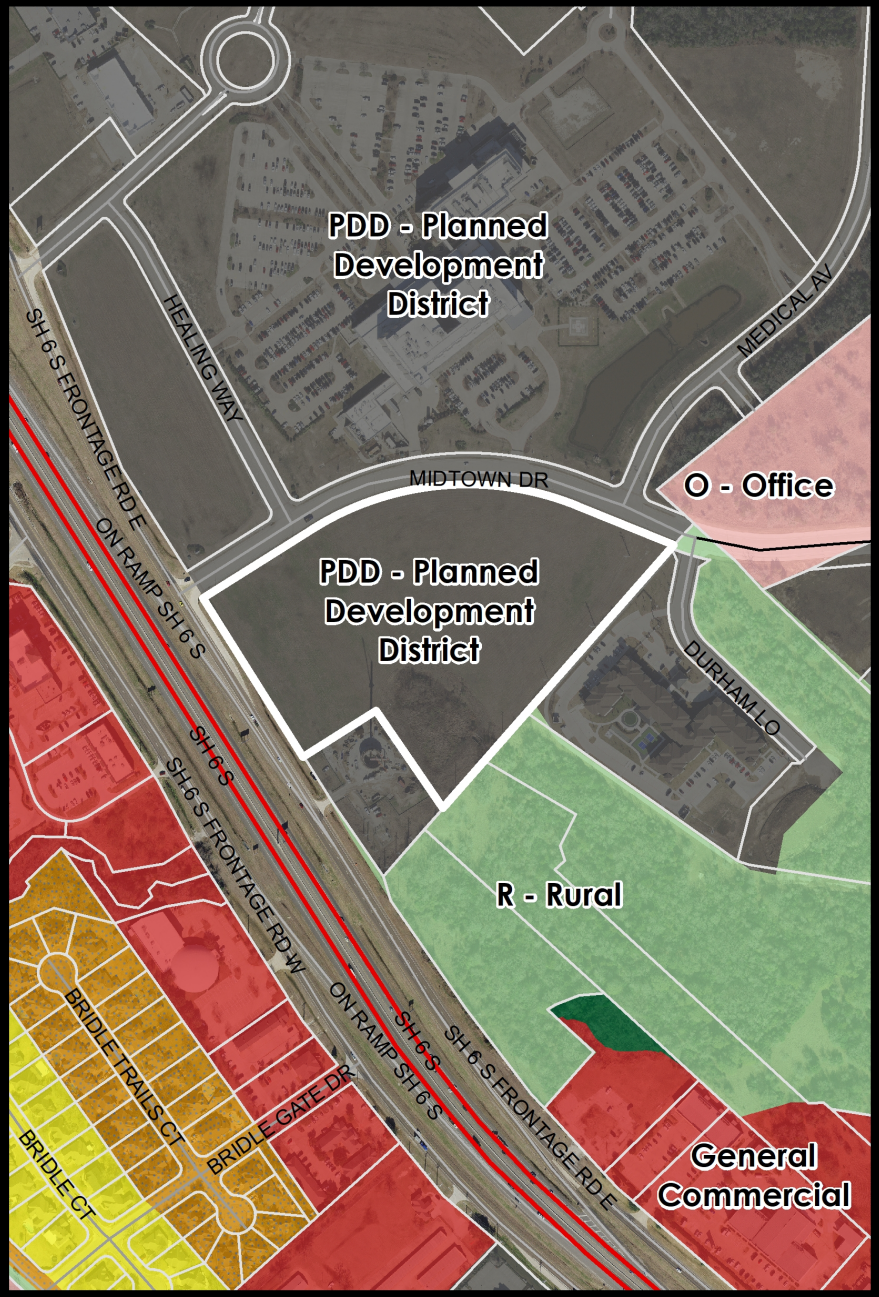
NEW MEDICAL CLINIC BUILDING WITHIN BSW HOSPITAL PDD

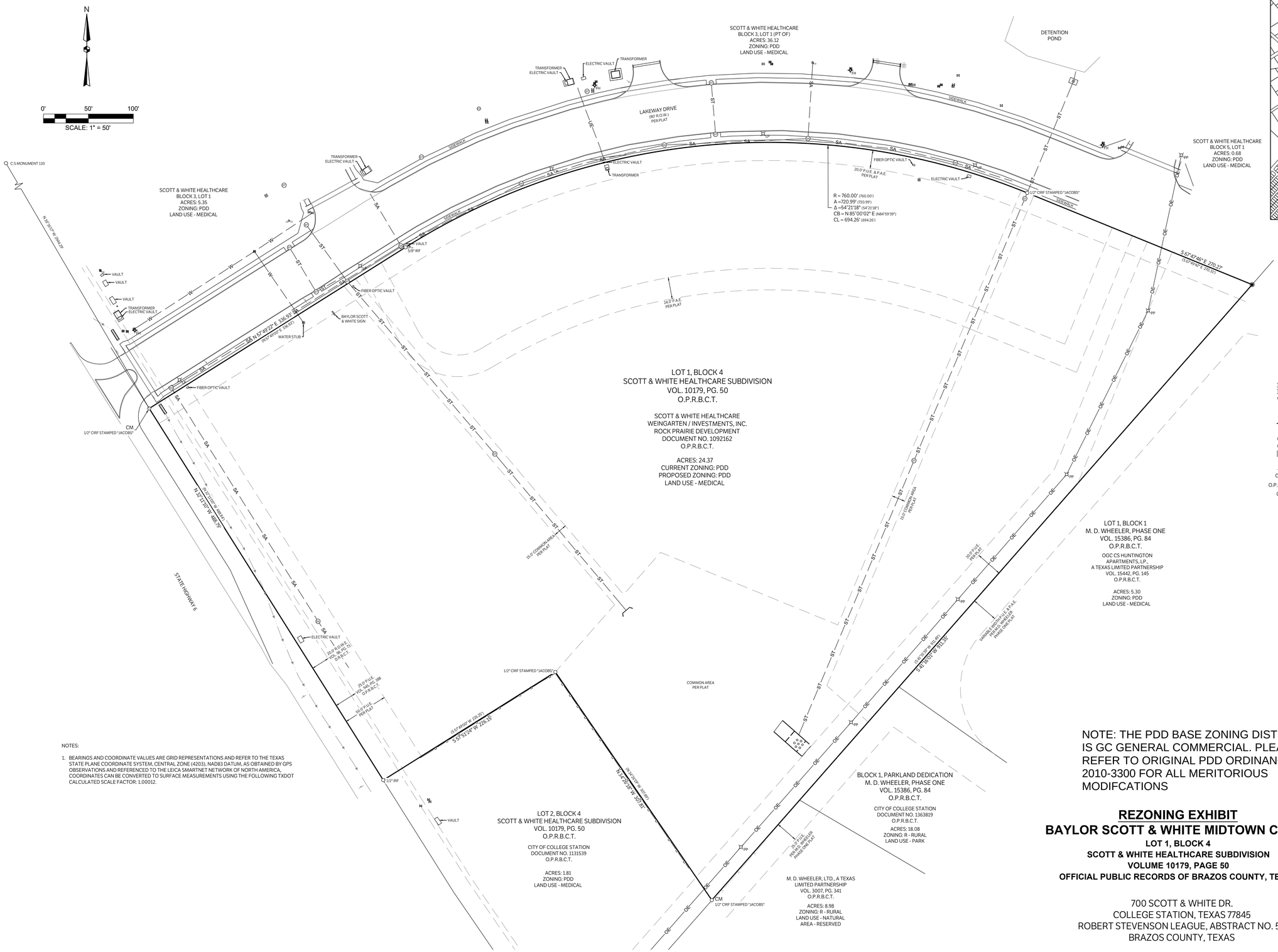
Case: REZONING
REZ2021-000009

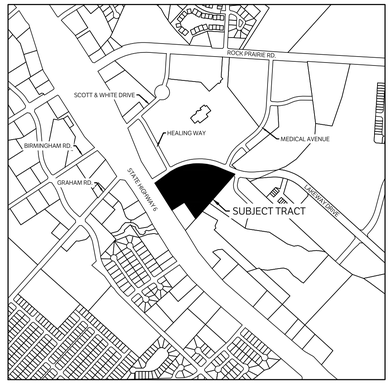
EXISTING
Zoning



PROPOSED
Zoning







VICINITY MAP

NOT TO SCALE

LEGEND

PP	POWER POLE		SUBJECT TRACT BOUNDARY LINE
LP	LIGHT POLE		ADJOINER BOUNDARY LINE
	GAS VALVE		EASEMENT LINE
	WATER METER		CONTOUR LINE
	IRRIGATION CONTROL VALVE	—o—o—o—	CHAIN FENCE LINE
	WATER VALVE	—X—X—	WIRE FENCE LINE
FH	FIRE HYDRANT	—OE—	OVERHEAD ELECTRIC LINE
	CLEAN OUT	—UE—	UNDERGROUND ELECTRIC LINE
	SANITARY MANHOLE	—SA—	SANITARY SEWER LINE
	STORM MANHOLE	—ST—	STORM SEWER LINE
	STORM GRATE	—W—	WATER LINE
	TELEPHONE PEDESTAL	O	SURVEY MONUMENT
	SIGN	◉	CAPPED IRON ROD SET MARKED 'GESSNER'
CIRF	CAPPED IRON ROD FOUND	P.A.E.	PUBLIC ACCESS EASEMENT
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TX	P.U.E.	PUBLIC UTILITY EASEMENT
CM	CONTROLLING MONUMENT	R.O.W.E.	RIGHT OF WAY EASEMENT
		(R)	RECORD DATA

NOTES:

1. BEARINGS AND COORDINATE VALUES ARE GRID REPRESENTATIONS AND REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83 DATUM, AS OBTAINED BY GPS OBSERVATIONS AND REFERENCED TO THE LEICA SMARTNET NETWORK OF NORTH AMERICA. COORDINATES CAN BE CONVERTED TO SURFACE MEASUREMENTS USING THE FOLLOWING TXDOT CALCULATED SCALE FACTOR: 1.00012.

NOTE: THE PDD BASE ZONING DISTRICT IS GC GENERAL COMMERCIAL. PLEASE REFER TO ORIGINAL PDD ORDINANCE NO. 2010-3300 FOR ALL MERITORIOUS MODIFCATIONS

REZONING EXHIBIT
BAYLOR SCOTT & WHITE MIDTOWN CLINIC
LOT 1, BLOCK 4
SCOTT & WHITE HEALTHCARE SUBDIVISION
VOLUME 10179, PAGE 50
OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

700 SCOTT & WHITE DR.
COLLEGE STATION, TEXAS 77845
ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54
BRAZOS COUNTY, TEXAS

GESSNER ENGINEERING
CIVIL | CMT | GEOTECHNICAL
STRUCTURAL | SURVEY
CORPORATE OFFICE
401 W 26TH ST
BRYAN, TEXAS 77803
www.gessnerengineering.com

BRENHAM	979.836.6855
BRYAN	979.680.8840
FORT WORTH	817.405.0774
GEORGETOWN	512.930.5832
SAN ANTONIO	210.305.4792

TBPELS FIRM REGISTRATION NUMBERS:
F-7451 & F-101914599

REZONING SURVEY EXHIBIT

ISSUE DATE:	08-31-2021
DRAWN BY:	CK
CHECKED BY:	DD
PROJECT #:	21-0488

REVISED DATE: 09-28-21

REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: New medical clinic building within BSW Hospital PDD

Address: 4003 STATE HIGHWAY 6 S

Legal Description: Scott & White Healthcare Subdivision, Block 4, Lot 1

Total Acreage: 24.37 acres

Applicant: WALTER P. MOORE AND ASSOCIATES

Property Owner: ROCK PRAIRIE DEVELOPMENT LTD

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The existing property is currently undeveloped adjacent to an existing hospital

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This zone change is in accordance with the comprehensive plan

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current land is undeveloped and has utility connections available to serve a new building.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Since the existing property is adjacent to an existing hospital and is zoned for healthcare development it is suitable for this use.

Explain the suitability of the property for uses permitted by the current zoning district.

Since the existing property is adjacent to an existing hospital and is zoned for healthcare development it is suitable for this use.

Explain the marketability of the property for uses permitted by the current zoning district.

Since this property is adjacent to an existing hospital the addition of a medical clinic building would be highly marketable.

List any other reasons to support this zone change.

N/A

Building Heights.

<30'

Proposed Drainage.

Proposed drainage for the site will connect an existing 36"x96" box culvert.

Variations Sought.

N/A

Community Benefits.

The community will benefit from an added healthcare facility near an existing hospital.

Sustained Stability.

The surrounding area to this site is intended for healthcare facilities and given the availability of utilities and access this site will be sustainable.

Conformity.

This development is in keeping with the comprehensive plan that intends for this area to be used for healthcare facilities.

Compatibility with use.

Medical Clinic is currently one of the approved uses for this property under the existing PDD

Access to Streets.

The proposed development will access Midtown drive with a new driveway

Public Improvements.

There are no additional public improvements required to support this development

Public Health.

The development of this project will only improve public health by providing a healthcare facility and is not anticipated to create any adverse impact to the adjacent properties

Safety.

Because proposed roadway access is within the bounds of the existing PDD and curb ramps will be installed at new driveway crossings there are no negative impacts to public safety anticipated with this project.

ORDINANCE NO. 2010-3300

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars ($25.00) nor more than Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 22nd day of November, 2010

APPROVED:

Nancy F Berry
MAYOR

ATTEST:

Sherry Mashburn
City Secretary

APPROVED:

Carla A Robinson
City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-O Agricultural Open, C-1 General Commercial, C-2 Commercial Industrial, and R-4 Multi-Family to PDD Planned Development District, with the restrictions listed in Exhibit "B" and in accordance with the Concept Plan shown in Exhibit "C" and Exhibit "D" and the Concept Plan Notes listed in Exhibit "E", and as shown graphically in Exhibit "F":

PROPERTY DESCRIPTION

DESCRIPTION OF A 97.932 ACRE TRACT IN THE THOMAS CARUTHERS LEAGUE ABSTRACT NUMBER 9, AND THE ROBERT STEVENSON LEAGUE ABSTRACT NUMBER 54 IN BRAZOS COUNTY, TEXAS BEING ALL OF A CALL 4.31 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7583 PAGE 108 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 6.566 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7282 PAGE 72 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 17.21 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 8948 PAGE 46 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 5.576 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7488 PAGE 256 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 19.1 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7488 PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 7.158 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7680 PAGE 227 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 5.917 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7310 PAGE 98 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A CALL 30.00 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO COLLEGE STATION INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 1033 PAGE 534 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID 97.932 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING GRID AND REFERENCE TO THE TEXAS COORDINATE SYSTEM NAD 83 CENTRAL ZONE AND THE SURVEY CONTROL NETWORK OF THE CITY OF COLLEGE STATION, TEXAS:

BEGINNING at a TXDOT Type 1 concrete monument found in the easterly right-of way line of State Highway 6, and the northwesterly right-of-way line of Old Rock Prairie Road, being the southerly corner of a call 0.9877 acre tract as described in a deed to Weingarten Investments Inc., and recorded in Volume 7819 Page 266 of the Official Public Records of Brazos County, Texas, same being the southerly corner of Lot 1, Block 1, of Rock Prairie Marketplace, a subdivision of record in Volume 9506 Page 205 of the Official Public Records of Brazos County, Texas and being a westerly corner of Old Rock Prairie Road right-of-way and of the herein described tract;

THENCE departing the said easterly right-of-way of State Highway 6 **N 48°24'40" E** with a line common to the said 0.9877 acre tract, of Lot 1 Block 1 of Rock Prairie Marketplace, and the said northwest right-of-way line for a distance of **595.11** feet to an iron rod with cap stamped "JACOBS" set monumenting the easterly corner of the said Lot 1 Block 1 and the southerly corner of the said 4.31 acre tract;

THENCE departing the said northwest right-of-way line of Old Rock Prairie Road with the common line of the said Lot 1 Block 1 Rock Prairie Market Place and the 4.31 acre tract **N 47°41'31" W** for a distance of **868.04** to an iron rod with cap stamped Pate Eng RPLS 5647 found in the arc of a curve to the right in the southerly right-of-way line of Rock Prairie Road as described in a Right-of-Way Agreement to the City of College Station and recorded in Volume 4123 Page 1 of the Deed Records of Brazos County, Texas, said iron rod with cap being the most westerly corner of the herein described tract;

THENCE with the said southerly and southeasterly right-of-way line of Rock Prairie Road and with the arc of said curve to the right passing through a central angle of **34°06'14"** to an iron rod with cap stamped Strong RPLS 4961 found at the Point of Tangency, said curve having a radius of **955.00** feet, an arc length of **568.44** feet, and a long chord bearing **N 76°29'39" E** for a distance of **560.08** feet;

THENCE continuing with the south right-of-way line of the said Rock Prairie Road **S 86°27'05" E** a distance of **1,203.23** feet to an iron rod with cap stamped Strong RPLS 4961 found monumenting the northeast corner of the said 17.21 acre tract and being in the west line of the said College Station Independent School District 30.00 acre tract;

THENCE with the said west line of the 30.00 acre tract **N 03°21'05" E** for a distance of **13.12** feet to a calculated point for the northwest corner of the said 30.00 acre tract and being in the south right-of-way line of Rock Prairie Road (same being Old Rock Prairie Road right-of-way);

THENCE with the said south right-of-way line **S 86°38'36" E** for a distance of **737.90** feet to a calculated point for the northeast corner of the said 30.00 acre tract and the northwest corner of a call 25.79 acre tract as described in a General Warranty Deed to Perry Brian Howard and recorded in Volume 1980 Page 272 of the Deed Records of Brazos County, Texas;

THENCE departing the said south right-of-way line and with a line common to the said 30.00 acre tract and the 25.79 acre tract the following two (2) courses and distances;

1. **S 02°42'50" E** for a distance of **1054.75** feet to a calculated angle point the said common line,

2. **S 50°49'56" W** for a distance of **930.53** feet to a calculated point in the northeasterly line of the aforementioned 5.576 acre Weingarten Investments Inc., tract same being the southerly corner of the said 30.00 acre tract,

THENCE with a line common to the said 5.576 acre tract and the 25.79 acre tract **S 47°37'11" E** a distance of **128.13** feet to a 1" inch iron pipe found in the westerly line of a call 61.48 acre tract as described in a deed to M.D. Wheeler LTD., as recorded in Volume 3007 Page 341 of the Deed Records of Brazos County, Texas, said iron pipe being the most easterly corner of the said 5.576 acre tract and a easterly corner of the herein described tract,

THENCE with a line common to the said 61.48 acre tract **S 41°15'39" W** passing at a distance of 366.35 feet an 1" inch iron pipe found monumenting the southerly corner of the said 5.576 acre tract and the most easterly corner of the said 19.10 acre tract, in all **1224.85** feet to an iron rod with cap stamped "JACOBS" set in the east right-of-way line of State Highway 6 and monumenting the most southerly corner of the said 19.10 acre tract and the southerly corner of the herein described tract;

THENCE with the said east right-of-way line of State Highway 6 the following four (4) courses and distances;

1. **N 34°26'19" W** for a distance of **228.75** feet to a calculated point, from which a disturbed TXDOT Type 1 concrete monument bears N 89°47'02" E for a distance of 0.38 feet,

2. **N 32°11'00" W** for a distance of **1033.48** feet to a calculated point, from which a disturbed TXDOT Type 1 concrete monument bears S 10°54'36" W for a distance of 0.24 feet,

3. **N 21°52'19" W** for a distance of **554.64** feet to a punch hole set in a broken TXDOT Type 1 concrete monument found, said monument being the west corner of the said 5.917 acre tract and the southerly corner of Old Rock Prairie Road right-of-way,

4. **N 13°01'53" W** with the west line of Old Rock Prairie Road for a distance of **66.50** feet to the **POINT OF BEGINNING** of the herein described tract and containing 97.932 acres of land more or less.

The foregoing metes and bounds description was generated from and on the ground survey by Jacobs Engineering Group of the Weingarten Tracts and an office survey of the deed description of the College Station Independent School District tract for zoning purposes and is not to be used for land title transfer.

David Paul Carr RPLS
Texas Registration No. 3997

7/26/10
Date

STATE OF TEXAS
REGISTERED
DAVID PAUL CARR
3997
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

Purpose & Intent:

Hospital, Medical Clinic, Medical Office, and future development."

Permitted Uses:

Tract 1:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Vocational / Trade
- Health Care, Hospitals
- Health Care, Medical Clinics
- Offices
- Scientific Testing / Research Laboratory
- Wireless Telecommunication Facilities- Intermediate*

Tract 2:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Commercial Amusements (C)
- Daycare, Commercial
- Drive-in / thru window # (drive-thru with a restaurant only permitted on the portion of the property previously zoned C-1 General Commercial, as indicated on the Concept Plan).
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor#
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Restaurants
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Unregulated

Tract 3:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Commercial Amusements (C)
- Daycare, Commercial
- Drive-in / thru window*+
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor+
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Restaurants
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Unregulated

Tract 4:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Daycare, Commercial
- Drive-in / thru window*+
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor+
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios

- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 5:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Daycare, Commercial
- Drive-in / thru window*
- Offices
- Parking as Primary Use (C)
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 6:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospitals
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery

- Car Wash *
- Commercial Garden / Greenhouse / Landscape Maint.*
- Commercial Amusements*
- Conference / Convention Center
- Country Club
- Daycare, Commercial
- Drive-in / thru window
- Dry Cleaners & Laundry
- Fraternal Lodge
- Fuel Sales*
- Health Club / Sports Facility, Indoor+
- Health Club / Sports Facility, Outdoor
- Hotels
- Night Club. Bar or Tavern (C)
- Offices
- Parking as Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Restaurants
- Retail Sales – Single Tenant over 50,000 SF
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Theater
- Storage, Self Service
- Vehicular Sales, Rental, Repair and Service*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 7:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Car Wash *
- Commercial Garden / Greenhouse / Landscape Maint.*
- Commercial Amusements*
- Daycare, Commercial

- Drive-in / thru window*
- Dry Cleaners & Laundry
- Fuel Sales*
- Health Club / Sports Facility, Indoor+
- Hotels
- Night Club. Bar or Tavern (C)
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Restaurants
- Retail Sales – Single Tenant over 50,000 SF
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Theater
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

* Land Use with Supplemental Standards (Refer to Article 5 of the Unified Development Ordinance)
+ Drive-in / thru windows shall be limited to not include restaurants and Health clubs are limited to 20,000 s.f.
# Health Clubs are limited to 20,000 square feet and Restaurant Drive-Thru permitted only on portion of Tract 2 previously zoned C-1 General Commercial
(C) Conditional Use Permit

Access

Driveway locations limited to those shown on the Concept Plan for Tracts 1 and 4, and exclude any further driveway access to Rock Prairie Road or State Highway 6, except where a an existing access easement is located on Tract 2 providing cross access with the adjacent property owner. All access points will have to meet any conditions required by a revised Transportation Impact Analysis.

Architectural Design

Structures on Tracts 2, 3, 5, and the first 400 feet from Rock Prairie Road on Tract 4, the buildings architecture, styles, and facades of the structures will be similar to and consist of similar materials of those present in the neighborhoods located across Rock Prairie Road. The roof pitch is 4:12.

The architectural standards for Tract 4 and along Rock Prairie Road extend a minimum of 400 feet from Rock Prairie Road and relate to the "first layer" of buildings off of Rock Prairie Road, regardless of the distance from Rock Prairie Road. The architectural and height limitations in this PDD are included to create the desired character along the Rock Prairie corridor in that area.

The Hospital buildings will meet all minimum ordinance requirements besides those granted as meritorious modifications. The following information relates to the architectural design on Tract 1 – the hospital building:

> Exterior materials of the front elevation's two-story base will include stone, brick and glass. The addition of architectural metal panels will complete the material pallet for the upper three floors. A strong vertical motif is developed with the stone pillars along the two-story lobby/waiting concourse. The stone pillars are six feet wide and occur along the concourse on 15-foot centers. The space between the pillars is recessed 18 inches and in-filled with glass curtain wall providing a regular pattern of articulation along the two-story

base. The extension of the Gift Shop, Entry Vestibule and Chapel outward along the concourse will provide additional articulation elements. On the upper three floors the windows will protrude outward from the building three feet continuing the articulation of the façade of the building.

Lighting

The Concept Plan includes restrictions on site lighting such that Tracts 2-5 will be limited to a maximum mounting height of 12 feet and Tracts 1, 6, and 7 will be limited to a maximum mounting height of 30 feet. The zoning provides for a more residential scale of lighting on the tracts identified as either General Suburban or Suburban Commercial and allows for the higher intensity commercial areas to use a type of lighting more appropriate to a general commercial development.

Drainage & Stormwater

The Concept Plan includes a wet pond on site for increased water quality and includes the following information regarding the wet pond:

This best management practice (BMP) will treat the entire site of Tract 1 for water quality and provide approximately 93% total suspended solids (TCC) removal efficiency. In addition to provide water quality, the pond will also detain the 2-, 10-, 25-, and 100- year storm events. The pond will also serve as an aesthetic landscape feature and serve as the main focal point as you enter the site.

Stormwater run-off from the developed portions of the site will be collected in roof drains, area inlet and curb inlets. The captured stormwater will be conveyed in below-grade storm sewer conduit to the earth-wall wet pond providing both detention and water quality. The wet pond will also serve as a source of landscape irrigation water, ensuring the re-use of the stormwater at least once.

Base Zoning and Meritorious Modifications

C-1 General Commercial is the base, underlying zoning district for standards not identified in the PDD. At the time of site plan and plat, the project will need to meet all applicable site, architectural and platting standards required by the Unified Development Ordinance except where meritorious modifications are granted with the PDD zoning.

Meritorious Modifications Granted:

1. **Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance**
   The following are the modified parking requirements:

Use	Unit	Spaces/Unit	UDO Requirement
Day Care Center	250 s.f.	0.8	1
Hospital	Bed	2	As determined by the Administrator
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	0.8	1
Office Building	250 s.f.	0.875	1

   In addition, any use not specifically listed shall refer to the Unified Development Ordinance and may be reduced by 20%.

2. **Section 7.2.C "Dimensions & Access" of "Off-Street Parking Standards"**
   The minimum parking space size is not less than nine feet by eighteen feet six inches (9'x18.5').

3. **Section 5.4 "Non-Residential Dimensional Standards" of the Unified Development Ordinance**
The following are the setbacks and height limitations for Tracts 1-7:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. S.S. Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 stories (96')	2 stories (30')	2 stories (30')	4 stories (50') (D)	2 stories (30') (C)	4 stories (50')	4 stories (50')

C – Single- Family Height /Setback applies.
D – Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 500 feet. Beyond the 500 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

4. **Section 7.3.C.7 "Geometric Design of Driveway Access" of the Unified Development Ordinance**
The modification allows for medians within driveways. The total pavement width (minus the median) will be in the range of 24 and 36 feet. At the time of site plan, all drives will be designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.

5. **Section 7.4 "Signs" of the Unified Development Ordinance**
A special sign package is permitted for Tract 1, the hospital property, and is attached as a part of "EXHIBIT G." The proposal includes 29 signs that, due to their size, are considered freestanding signs by the Unified Development Ordinance. In addition, the hospital is permitted to utilize their corporate logo flag alongside the Country and State flags.

   Each tract (Tracts 2-7) is permitted only one freestanding sign and the maximum height is 16 feet (relating to the height of the primary sign for the hospital tract). All other sign standards will be those of the C-1 General Commercial zoning district, with the exception that freestanding signs will not be permitted on Tracts 4 and 5 (low profile only), and roof signs will not be permitted on Tracts 2-5.

6. **Section 7.9 B.3 "Building Materials" of the Unified Development Ordinance**
Up to 30% high-grade architectural metal is permitted on the hospital structure on Tract 1. Metal is limited on other structures to a maximum of 15%. In addition, each tract shall meet the highest architectural standards of the Unified Development Ordinance, architectural standards for building plots over 150,000 square feet of building area (regardless of the building sizes constructed).

7. **Section 7.9.E.3 " Additional Standards for 50,000 s.f. or Greater" "Landscaping" of the Unified Development Ordinance**
Trees generally required to be planted in tree wells within a sidewalk along primary facades are permitted to be planted in landscape areas instead. Shade structures or plantings shall be located along the sidewalks.

8. **Section 7.9.F.4 "Additional Standards for 150,000 s.f. or Greater of the Unified Development Ordinance**
Parking screening berms are not required for parking areas located beyond 100 feet from the public right-of-way if the area between the parking and the right-of-way remains as open space. The parking shall be screened using another method such as landscaping.

9. **Table V "Streets and Alleys" of the Bryan/College Station Unified Design Guidelines**
A 2-lane Major Collector right-of-way width of 60 feet (Scott & White Drive, Medical Avenue, Healing Way) is permitted with bike lanes. The 4-Lane Major Collector (Lakeway) is permitted to have a right-of-way width of 80 feet with bike lanes.

Specific Conditions of Zoning:

- Tracts 2-7 will require approved revised Concept Plans prior to site plan approval or the issuance of permits for development of the property.
- Tracts 2-7 will need to provide proof of adequate public facilities, including sewer service, prior to approval of revised Concept Plans on those tracts.
- An additional Traffic Impact Analysis (TIA) will be required with Concept Plans for Tracts 2-7.
- Development resulting in the additional allocated trips, as described in the staff report, be limited to Tracts 6 or 7. No additional trips shall be generated by development on Tracts 2, 3, 4, or 5 without the development of a revised TIA and associated improvements on Rock Prairie Road.
- If the Spring Creek District Plan is completed prior to revised Concept Plans being approved for Tracts 2-7, those Concept Plans will need to be in compliance with the district plan.
- At the time of site plan, all drives are designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.
- The alignment of Lakeway Drive will be such that it provides access to both the adjacent tracts (currently owned by Wheeler and Perry).
- The roads and utilities projecting from Medical Avenue to the adjacent property to the east (through Tract 5) will be built with the first phase of road and utility construction.

EXHIBIT "D"

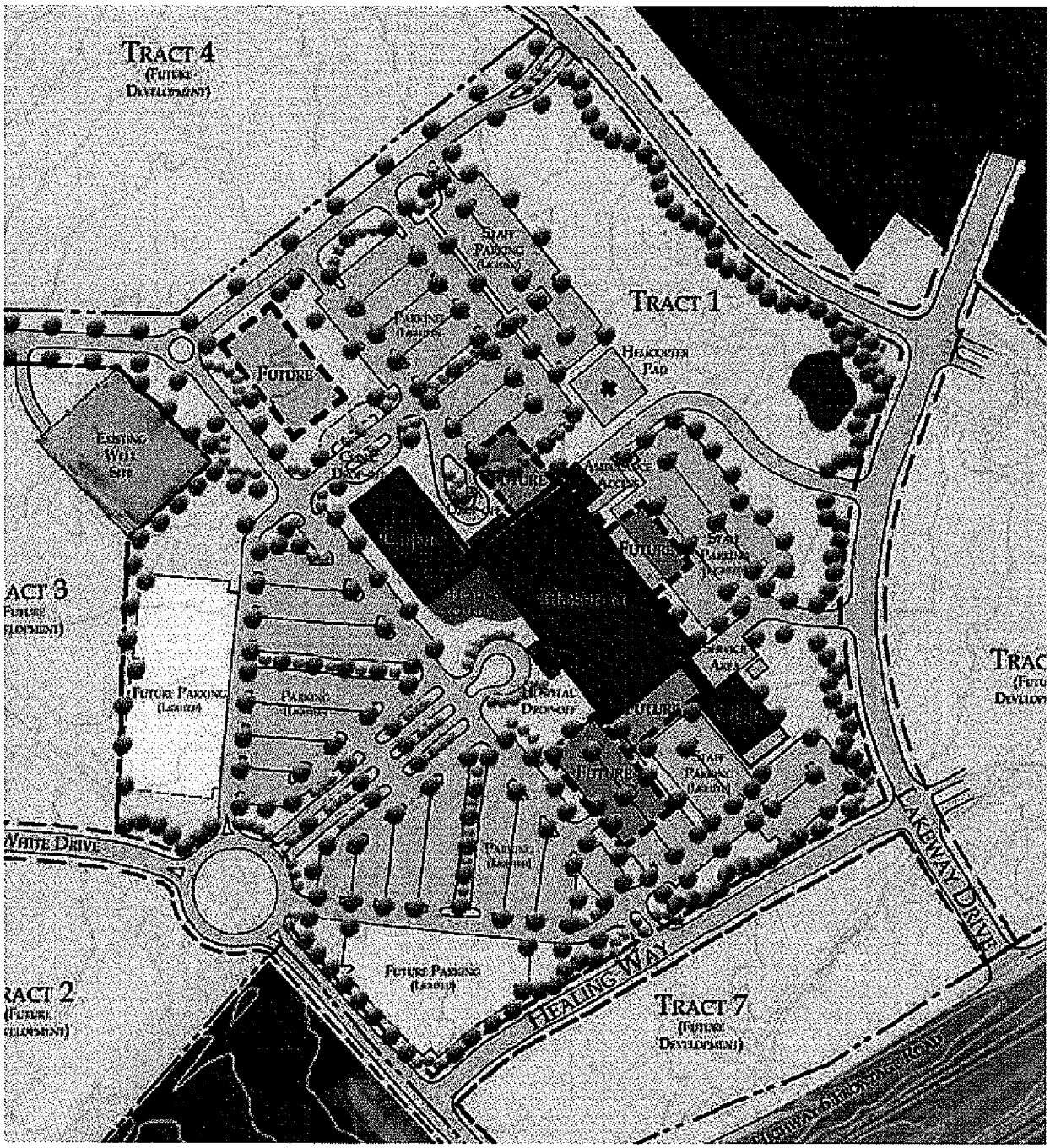

TRACT 4
(FUTURE DEVELOPMENT)
TRACT 1
HELICOPTER PAD
FUTURE
EXISTING WELL SITE
FUTURE PARKING (LEASED)
PARKING (LEASED)
WHITE DRIVE
LAKEWAY DRIVE
HEALING WAY
TRACT 7
(FUTURE DEVELOPMENT)

EXHIBIT "E"

Site Information

Tract 1: 39 +/- acres (Proposed Hospital Site)
Tract 2: 7 +/- acres (Future Development)
Tract 3: 8 +/- acres (Future Development)
Tract 4: 11 +/- acres (Future Development)
Tract 5: 3 +/- acres (Future Development)
Tract 6: 10+/- acres (Future Development)
Tract 7: 5 +/- acres (Future Development)
R.O.W.: 11 +/- acres (Proposed Road Right of ways)
Overall: 97.9 acres

Developer/Applicant:
Scott & White
2401 South 31st Street
Temple, Texas 78508

Engineer/Planner:
Jacobs
2705 Bee Cave Rd, Suite 300
Austin, Texas 78746

Notes:
1) Each Tract is a Building Pad
2) No additional access shall connect to Rock Prairie Rd. or HWY 6 Frontage Rd.

EXHIBIT "F"

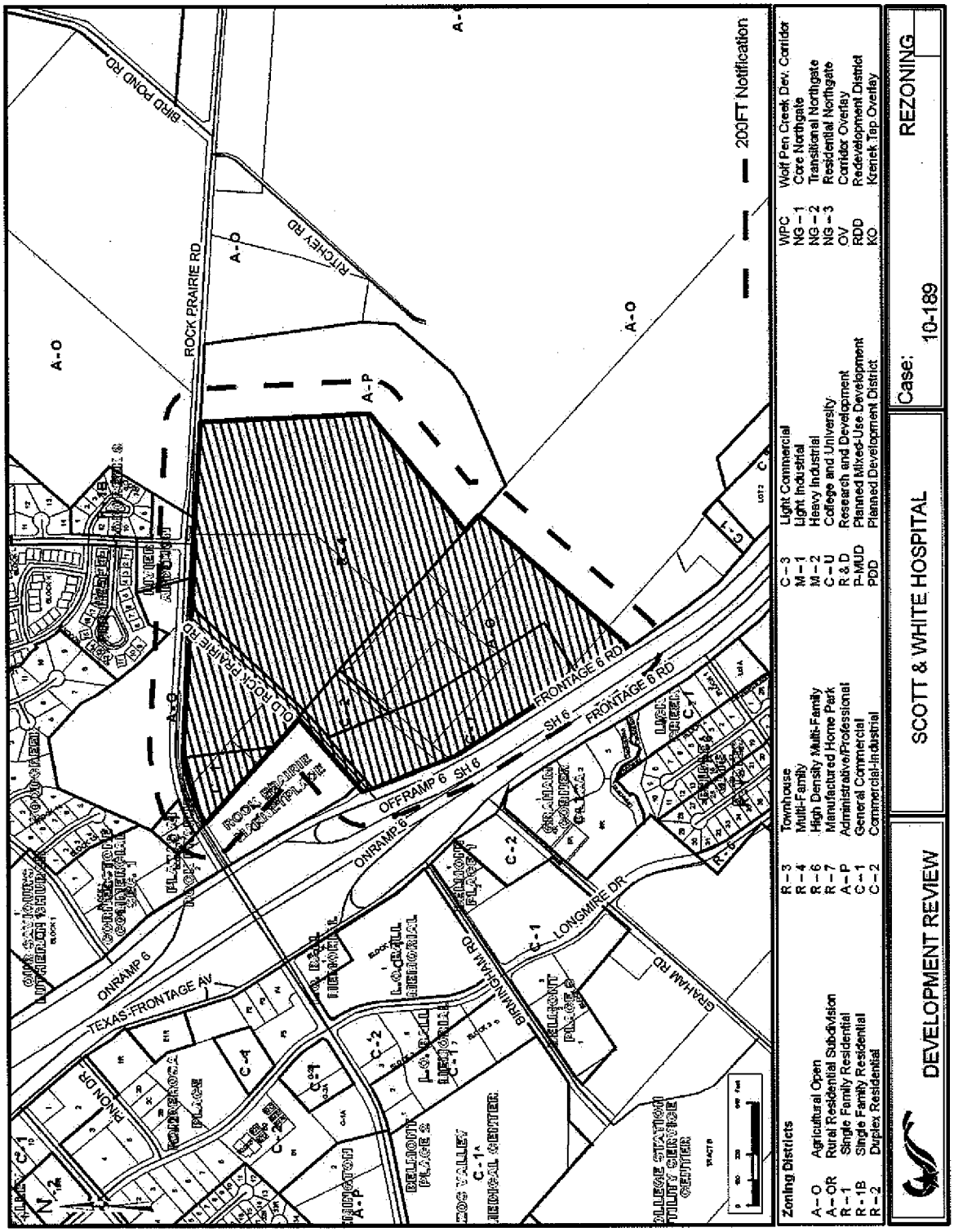

ROCK PRAIRIE RD
BIRD POND RD
RITCHEY RD
OLD ROCK PRAIRIE RD
ONRAMP 6
OFFRAMP 6
SH 6
FRONTAGE 6 RD
TEXAS-FRONTAGE AV
BRAZOS VALLEY
BIRMINGHAM RD
LONGMIRE DR
GRAHAM RD
A-O
A-P
C-1
C-2
C-4
200FT Notification
Zoning Districts
A-O Agricultural Open
A-OR Rural Residential Subdivision
R-1 Single Family Residential
R-1B Single Family Residential
R-2 Duplex Residential
R-3 Townhouse
R-4 Multi-Family
R-6 High Density Multi-Family
R-7 Manufactured Home Park
A-P Administrative/Professional
C-1 General Commercial
C-2 Commercial-Industrial
C-3 Light Commercial
M-1 Light Industrial
M-2 Heavy Industrial
C-U College and University
R & D Research and Development
P-MUD Planned Mixed-Use Development
PDD Planned Development District
WPC Wolf Pen Creek Dev. Corridor
NG-1 Core Northgate
NG-2 Transitional Northgate
NG-3 Residential Northgate
OV Corridor Overlay
RDD Redevelopment District
KO Krenek Tap Overlay
DEVELOPMENT REVIEW
SCOTT & WHITE HOSPITAL
Case: 10-189
REZONING

EXHIBIT "G"
See Attached Scott & White Proposal

Planned Development District

Submitted to:

CITY OF COLLEGE STATION

Prepared for:

S&W

2401 South 31st Street
Temple, Texas 76508

August 25, 2010
Revised:
October 11, 2010
October 25, 2010
October 28, 2010
November 12, 2010

Prepared by:

JACOBS™

2705 Bee Cave Road, Suite 300
Austin, Texas 78746

PROJECT DESCRIPTION

EXECUTIVE SUMMARY

Tract 1

A new, 330,000-square-foot (SF), five-story (plus mechanical penthouse), freestanding, 143-bed acute care Scott & White Hospital at College Station and a 10,000-square-foot (SF) Central Utility Plant (CUP) is planned at the Southeast intersection of Rock Prairie and Highway 6. The proposed Hospital tract (Tract 1) will encompass approximately 38.9-acres of the 97.9-acre site.

A separate 150,000-square-foot (SF), five-story, Clinic building is planned to be constructed adjacent to the Hospital. The future Clinic will connect to the Hospital northwest corner of the first level only.

The facility will have five use-categorized entries to the facility including a main entrance for visitors, a staff entry, a delivery entrance, an ambulance Emergency Department (ED) entrance and a walk-in ED entrance. There will be a circulation drive around the Hospital and clinic that will provide access from these primary entry points. Much of the required parking, 880 spaces (two per bed and four per 1,000 SF of clinic) will be inside of the circulation drive with minimal crossing of driveways.

The Hospital will be designed to accommodate expansion at a later date; a one-story expansion at the east side; a two-story expansion at the south side; and a three-story addition at the west end. In addition, a future clinic and/or medical office building is proposed for up to five stories east of the clinic. This future square footage will be approximately 350,000 square feet.

The bed units will be provide for: Intensive Care (ICU) providing continuous observation of high acuity patients; Neonatal Intensive Care (NICU) providing that same level of care for infants; Post Partum Unit; Intermediate Care Unit (IMCU); and Medical/Surgical (M/S) Unit. Patient rooms will be private and there will be a minimum of one isolation room per unit and two for every 24 beds in M/S.

The Hospital will contain required ancillary and support departments. The ED will contain exam rooms and treatment bays. Imaging will contain treatment modalities required for an acute care facility, including general radiology, CT and MRI. Space is allocated in the Hospital for a PET scanner. At opening this modality will be provided with a mobile unit. Along with eight operating rooms in the Surgical Department there will be cardiac catheterization labs, endoscopic procedure rooms and a procedure center for EEG's and EKG's. Laboratory and pharmacy space will be provided to support patient needs.

The hospital will contain a full-service kitchen to support the patients, staff and visitors and a dining room. The design will include kitchen and support equipment. Administrative services and an Education/ Conference Center will also be included. The 10,000 SF CUP will be in a separate structure adjacent to the Hospital.

Exterior materials of the front elevation's 2-story base will include stone, brick and glass. The addition of architectural metal panels will complete the material pallet for the upper three floors. A strong vertical motif is developed with the stone pillars along 2 story lobby/waiting concourse. The stone pillars are 6 ft wide and occur along the concourse on 15 ft centers. The space between the pillars is recessed 18" and in-filled with glass curtain wall providing a regular pattern of articulation along the 2 story base. The extension of the Gift Shop, Entry Vestibule and Chapel outward along the concourse will provide additional articulation elements. On the upper three floors the windows will protrude outward from the building 3 ft continuing the articulation of the façade of the building.

The 30-foot horizontal module and the 16-foot floor-to-floor height allows for windows and door openings to work well with standard masonry dimensions at all levels. At the building base, the openings are recessed into the brick and stone. The 2-story lobby/waiting area will be the focal point for public interaction, with clinical patient areas designed to have animated features and varying heights working within the vertical and horizontal module.

Canopies will be simple horizontal elements with a metal panel fascia, serving as an icon that becomes recognizable at the public entries. This element will float over the length of the lobby area. Outdoor areas will include the healing garden and exterior waiting areas, featuring trellises to provide sun protection.

Tracts 2-7

These tracts will be available for future development and entitled by this PDD and will require approved revised Concept Plans prior to site plan approval or the issuance of permits for development of the property.

- Tracts 2-7 will need to provide proof of adequate public facilities, including sewer service, prior to approval of revised Concept Plans on those tracts.
- An additional Traffic Impact Analysis (TIA) will be required with Concept Plans for Tracts 2-7.
- Development resulting in the additional allocated trips, as described in the staff report, be limited to Tracts 6 or 7. No additional trips shall be generated by development on Tracts 2, 3, 4, or 5 without the development of a revised TIA and associated improvements on Rock Prairie Road.
- If the Spring Creek District Plan is completed prior to revised Concept Plans being approved for Tracts 2-7, those Concept Plans will need to be in compliance with the district plan.

CIVIL/ SITE

The development of this site will be subject to the rules and regulations established by the City of College Station except as amended here in this PDD; the Environmental Protection Agency (EPA); the Texas Commission on Environmental Quality (TCEQ); the Texas Department of Licensing and Regulation (TDLR); Rockford Energy, due to their lease rights of the existing oil well at the northeast corner of the site; Bryan Texas Utilities (BTU), College Station Electric (CS Electric) and Atmos Energy.

This project site is comprised of numerous existing tracts and an existing oil well within the site. The site has an existing road, Old Rock Prairie, which will be removed, and overhead electric lines running through the middle that will be relocated. It is covered with natural grass vegetation and has three buildings that will be demolished. No portion of the site is within existing Federal Emergency Management Agency (FEMA) floodplain.

The site topography falls from north to south with average slopes on the range of two percent to four percent. The soils and geotechnical site conditions have been described in a geotechnical report previously prepared. A revised geotechnical report and pavement recommendations will be prepared by Terracon who has been retained by the Owner.

Future neighbors include the residential subdivision to the north and undeveloped property to the east, neither of which currently have a direct connection to the proposed project.

Zoning

Current zoning will be changed to Planned Development District (PDD) utilizing a base zoning of C-1 (general commercial). The PDD zoning ordinance will be written to support variances to the base zoning of C-1 for a building height maximum of six stories, landscape, signage, lighting, thoroughfare plan and parking.

Thoroughfare Plan and Access

Access to the site will be provided from two existing roads, Rock Prairie Road and the northbound Highway 6 frontage road, as well as four proposed roads as required by the City's Thoroughfare Plan: Medical Avenue, Scott & White Drive, Healing Way, and Lakeway Drive as this site is within part of the City's Thoroughfare Plan.

Parking

Parking for the new development will be provided on surface parking lots. The main circulation drives will be heavy duty concrete or asphalt pavement and the parking areas will be light duty concrete or asphalt pavement. Driveways from public streets, loading areas, ambulance drives, service courts and paved areas under canopies will be concrete or asphalt pavement. At the time of site plan, all drives

are designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.

Stormwater
Stormwater runoff from these developed portions of the site will be collected in roof drains, area inlets and curb inlets. The captured stormwater will be conveyed in below-grade storm sewer conduit to an earth-wall wet pond providing both detention and water quality. Detention is required in the City and providing water quality will be an added benefit to the environment. The wet pond will also serve as a source of landscape irrigation water thus ensuring re-use of the stormwater at least once.

Wastewater Service
Wastewater will be collected from the site through a system of gravity lines leading to a lift station, which will pump to an existing on-site manhole. The City has verified limited existing capacity for wastewater service to this site. The City is currently undertaking wastewater studies to master plan wastewater service for the entire system in this region.

Water Service
Initial meetings with City engineers have dictated the design of the water system, which is sized to serve the site with a looping water line around both the Hospital and Clinic. Proper placement of fire hydrants will meet the fire protection requirements necessary for this project. The fire lanes of at least 23 feet (face of curb) in width and parking lot radii of 25 feet will be provided to give adequate access to the new facilities. AS this site is part of a City Water Master Plan an 18 inch waterline will be installed along the Highway 6 frontage Road.

Electric Service
Routed across the site is Old Rock Prairie and overhead electric lines. The existing road will be abandoned but the overhead electric lines will be relocated. Both CS Electric and BTU have lines that must be relocated to the frontage road of Highway 6.

Natural Gas Service
This site is served by Atmos Energy. A new service line will be extended to the site along the frontage road of Highway 6. From this service line, a feed will be extended to serve the Hospital and clinic and a feed will be extended to the CUP.

Telecommunications Service
This site is served by Suddenlink and all components to serve this site will be installed to their standards.

LANDSCAPE

The design focus for the project will be to provide landscaped entries, landscape areas defining parking areas, and islands within the parking lots with shade trees and lining pedestrian isles. In addition, irrigation may be provided through the collection of rainwater harvesting and air conditioning condensation collection and distributed in best management practices for irrigation system to reduce water costs.

Project design elements include planting a Texas vernacular landscape utilizing native and adaptive native plant material, the use of indigenous hardscape materials, such as Austin Stone and decomposed granite. Other hardscape materials will be proposed, such as concrete or concrete pavers, cast stone planters of various sizes to display seasonal color, water features (either self contained pumping system or pool design), and tree grates for planting trees in pavement. These materials will create shaded walkways, benches for the exterior of the building, arbors in the courtyards and moveable tables and chairs to provide seating for the courtyard spaces.

At least two proposed courtyard spaces located adjacent to the proposed Hospital building are being planned at easily accessible locations for patients, their families and staff. The courtyards will be designed to address the needs of this special user group and pedestrian flow patterns. The main areas of this design focus include a healing garden and outdoor waiting plazas.

WAYFINDING

A complete wayfinding package will be developed to meet Scott & White standards.

Exterior sign types include, but not limited to, an illuminated entry monument, secondary monument, primary hospital building mounted identification, building top identification logo, emergency identification on building, vehicular and pedestrian directional signage, and parking lot identification.

Interior sign types include, but not limited to, information kiosk, mission statement, building directory host, directionals, room identification, room numbers, restroom identification, interpretative services sign, elevator fire evacuation and stair identification.

DEVELOPMENT STANDARDS

The development of this site will be subject to the rules and regulations established by the City of College Station for the C-1 Base Zoning except as amended here:

Article 5. District Purpose Statements and Supplemental Standards

5.3 Non-Residential Zoning Districts

B. General Commercial (C-1)
This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

5.4 Non-Residential Dimensional Standards

The following table establishes dimensional standards that shall be applied within the Non-Residential Zoning Districts, unless otherwise identified in this UDO:

Non-Residential Zoning Districts	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. St. Side Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 Stories (96 feet)	2 Stories (30 feet)	2 Stories (30 feet)	4 Stories (50 feet) (D)	2 Stories (C)	4 Stories (50 feet)	4 Stories (50 feet)

Notes:
(A) A minimum side setback of 7.5 feet shall be required for each building or group of contiguous buildings.
(B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or separated by a dedicated public right-of-way or easement of at least 15 feet in width.
(C) See Section 7.1.H, Height. (below)
(D) Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

5.5 Planned Districts (P-MUD and PDD)

A. The Planned Mixed-Use District (P-MUD) and the Planned Development District (PDD) are intended to provide such flexibility and performance criteria which produce:

1. A maximum choice in the type of environment for working and living available to the public;
2. Open space and recreation areas;
3. A pattern of development which preserves trees, outstanding natural topography and geologic features, and prevents soil erosion;
4. A creative approach to the use of land and related physical development;
5. An efficient use of land resulting in smaller networks of utilities and streets, thereby lowering development costs;
6. An environment of stable character in harmony with surrounding development; and

7. A more desirable environment than would be possible through strict application of other sections or districts in this UDO.

C. Planned Development District (PDD)
The purpose of the Planned Development District is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits.
The PDD is appropriate in areas where the land use plan reflects the specific commercial, residential, or mix of uses proposed in the PDD. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

Article 6. Use Regulations

6.2 Types of Use

C. Use Table
Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. Permitted Uses
A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. Permitted Uses Subject to Specific Standards
A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.3, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. Conditional Uses
A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.2, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE	**Non-Residential Districts**						
Specific Uses	**Tract 1**	**Tract 2**	**Tract 3**	**Tract 4**	**Tract 5**	**Tract 6**	**Tract 7**
RESIDENTIAL							
Boarding & Rooming House							
Extended Care Facility / Convalescent / Nursing Home	P	P	P	P	P	P	P
Dormitory							
Duplex							
Fraternity / Sorority							
Manufactured Home							
Multi-Family							
Multi-Family built prior to January 2002							
Single-Family Detached							
Townhouse							
PUBLIC, CIVIC AND INSTITUTIONAL							
Educational Facility, College & University	P	P	P	P	P	P	P
Educational Facility, Indoor Instruction	P	P	P	P	P	P	P

Educational Facility, Outdoor Instruction	P					P	
Educational Facility, Primary & Secondary		P	P	P	P	P	P
Educational Facility, Tutoring				P	P	P	P
Educational Facility, Vocational / Trade	P			P	P	P	P
Governmental Facilities		P	P	P	P	P	P
Health Care, Hospitals	P					P	
Health Care, Medical Clinics	P	P	P	P	P	P	P
Parks		P	P	P	P	P	P
Places of Worship		P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL							
Agricultural Use, Barn or Stable for Private Stock							
Agricultural Use, Farm or Pasturage							
Agricultural Use, Farm Product Processing							
Animal Care Facility, Indoor		P	P	P	P	P	P
Animal Care Facility, Outdoor							
Art Studio / Gallery		P	P	P	P	P	P
Car Wash						P*	P*
Commercial Garden / Greenhouse / Landscape Maint.						P*	P*
Commercial Amusements		C	C			P*	P*
Conference / Convention Center						P	
Country Club						P	
Day Care, Commercial		P	P	P	P	P	P
Drive-in / thru window		P*#	P*+	P*+	P*	P	P
Dry Cleaners & Laundry		P*	P*	P*		P	P
Fraternal Lodge						P	
Fuel Sales						P*	P*
Funeral Homes							
Golf Course or Driving Range							
Health Club / Sports Facility, Indoor		P#	P+	P+		P	P
Health Club / Sports Facility, Outdoor						P	
Hotels						P	P
Night Club, Bar or Tavern						C	C
Offices	P	P	P	P	P	P	P
Parking as a Primary Use					C	P	
Personal Service Shop		P	P	P	P	P	P
Printing / Copy Shop		P	P	P	P	P	P
Radio / TV Station / Studios				P	P	P	P
Restaurants		P	P			P	P
Retail Sales - Single						P	P

Tenant over 50,000 SF							
Retail Sales and Service		P*	P*	P*		P*	P*
Retail Sales and Service – Alcohol		P*	P*	P*		P*	P*
Sexually Oriented Business (SOB)							
Shooting Range, Indoor							
Theater						P	P
Retail Sales, Manufactured Homes							
Storage, Self Service						P	
Vehicular Sales, Rental, Repair and Service						P*	
Wholesales / Services							
Bulk Storage Tanks / Cold Storage Plant							
Industrial, Light							
Industrial, Heavy							
Recycling Facility – Large							
Salvage Yard							
Scientific Testing / Research Laboratory	P	P	P	P	P	P	P
Storage, Outdoor - Equipment or Materials							
Truck Stop / Freight or Trucking Terminal							
Utility		P*	P*	P*	P*	P*	P*
Warehousing / Distribution							
Waste Services							
Wireless Telecommunication Facilities – Intermediate	P*	P*	P*	P*	P*	P*	P*
Wireless Telecommunication Facilities – Major				C	C	C	C
Wireless Telecommunication Facilities – Unregulated		P	P	P	P	P	P

1 Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

** District with Supplemental Standards (Refer to Article 5).

+ Drive-in / thru windows shall be limited to not include restaurants and Health clubs are limited to 20,000 s.f.

Health clubs are limited to 20,000 s.f. and Drive-in / thru windows shall be limited to only the area identified as C-1 Zoning.

6.4 Accessory Uses

A. Accessory Uses

Accessory uses are allowed with permitted, established primary structures and uses subject to the following:

1. The use or structure is subordinate to and serves a primary use or principal structure;

2. The accessory use shall be subordinate in area, extent, and purpose to the primary use served;

3. The accessory use shall contribute to the comfort, convenience, or necessity of occupants of the primary use served;

4. The accessory use shall be located within the same zoning district as the primary use is permitted; and

5. Accessory uses located in residential districts shall not be used for commercial purposes other than permitted home occupations.

B. Accessory Structures

1. No accessory structure shall be erected in any required setback area. Excluded from this requirement is any portable storage building or structure if the Building Official has determined that it does not require a Building Permit.

2. On lots with approved rear access all setbacks shall be measured from the nearest boundary of the access easement or alley. On all other lots rear setbacks shall be measured from the rear property line. In no event shall more than 30 percent of the rear yard area (that portion of the yard between the rear setback line of the principal structure and the rear property line) be covered with accessory buildings, structures, or uses.

3. The following restrictions shall apply to accessory buildings, structures, or uses other than garages, carports, and living quarters for family or servants:

a. A minimum rear setback of 15 feet; and,

b. A maximum building eave height of eight feet (8').

Article 7. General Development Standards

7.1 General Provisions

D. Required Yards (Setbacks)

3. Features Allowed Within Required Yards

The following features may be located within a required yard but may be subject to additional regulations applied herein:

o. Signage as indicated on the Proposed Signage Plan Exhibit.

H. Height

1. Building Height

Building height refers to the vertical distance measured from the finished grade, or the base flood elevation where applicable, and the following points:

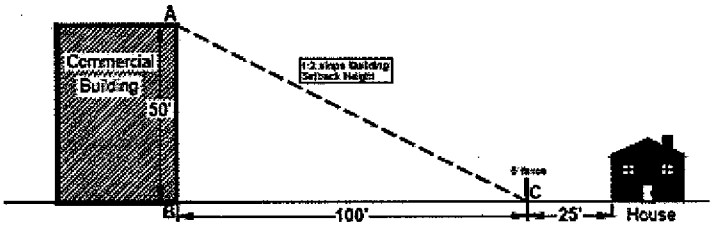
a. The average height level between the eaves and ridge line of a gable, hip, or gambrel roof;

b. The highest point of a mansard roof; or

c. The highest point of the coping of a flat roof.

2. Single Family Protection

a. With the exception of Tract 1, no multi-family or nonresidential structure shall be located nearer to any property line adjacent to or across the street from a single-family use or townhouse development than a horizontal distance (B to C) of twice the vertical distance (height, A to B) of the structure as illustrated in the graphic below.



b. No additional multi-family or non-residential structures shall penetrate an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C.

c. Calculation of the height limits shall be to the highest point of the structure. Equipment such as satellite dishes and heating and air conditioning units may be installed on top of buildings provided that they are screened from horizontal view and included in the height limitations.

d. Unless otherwise stated in this PDD, the height limitations herein shall not apply to any of the following:

1) Utility structures such as elevated water storage tanks and electrical transmission lines;
2) Architectural elements such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than 33 percent of the area of the roof; or
3) Residential radio/television receiving antennas.

3. Maximum Building Heights

a. Tract 1: 6 stories (96 feet)
b. Tract 2: 2 stories (30 feet)
c. Tract 3: 2 stories (30 feet)
d. Tract 4: 4 stories (50 feet); Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to tract 1 shall be allowed to be up to 4 stories.
e. Tract 5: per UDO A-P zoning requirements.
f. Tract 6: 4 stories (50 feet)
g. Tract 7: 4 stories (50 feet)

7.2 Off-Street Parking Standards

B. Off-Street Parking Spaces Required

2. Where off-street parking facilities are provided in excess of the minimum amounts specified by this Section, or when off-street parking facilities are provided but not required, said off-street parking facilities shall comply with the minimum requirements for parking and maneuvering space as specified in this Section.

C. Dimensions and Access

This Section applies to any development or redevelopment of uses other than single-family residential, duplexes, or townhouses unless otherwise noted.

1. Each off-street parking space for automobiles shall have an area of not less than nine by eighteen feet six inches (9' x 18'-6") and each stall shall be striped. This standard shall apply for off-street parking for all uses.
2. An 18-foot paved space (90 degree only) may be utilized where the space abuts a landscaped island with a minimum depth of four feet (4'). An 18-foot space may also be used when adjacent to a sidewalk provided that the minimum width of the sidewalk is six feet.
5. All parking spaces, aisles, and modules shall meet the minimum requirements, as shown in the following table. All dimensions are measured from wall to wall, or stripe to stripe.

PARKING SPACE AND AISLE DIMENSIONS

	A	B	C	D		E	F	
	Angle (degrees)	Width of stall	Depth of stall 90° to aisle	Width of aisle		Width of stall parallel to aisle	Module width	
				One way	Two way		One way	Two way
All Tracts	90	9 feet	18.5 feet	23.0 feet	23.0 feet	9.0 feet	60	60

E. Interior Islands

1. All interior islands shall be evenly distributed throughout the interior of the parking area.
2. For every fifteen (15) interior parking spaces, 180 square feet of landscaping must be provided somewhere in the interior rows of the parking lot. Interior island areas may be grouped and configured as desired provided that circulation aisles remain clear and the minimum island area is not less than 180 square feet. Interior islands may have sidewalks through them.

I. Number of Off-Street Parking Spaces Required

8. When the developer of a large-scale development can demonstrate that such development will require fewer parking spaces than required by the standards of this Section, the Administrator may permit a reduction in the number of required parking spaces for the

development. Such a reduction in parking spaces shall be justified through the development of a parking study prepared by a professional engineer or transportation planner and submitted to the Administrator. The balance of the land necessary to meet these requirements shall be held in reserve as an undeveloped area, to meet any future needs generated by an expansion of the business, a change in land use, or underestimated parking demand;

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/ Unit	Plus Spaces For:
Day Care Center	250 s.f.	.8	
Hospital	As determined by the Administrator	2/Bed	
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	.8	
Office Building	250 s.f.	.875	

"s.f." = square footage.

* All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

** No more than 25% of any shopping center square footage shall be utilized for intense uses (uses that, individually, have a parking requirement greater than 1:250 in C-1 or C-3 and 1:350 in C-2) unless additional parking is provided in accordance with the above requirements for that square footage of such uses in excess of 25%.

***Any allowed uses not listed above shall refer to the City's UDO for parking requirements and may be reduced by 20%.

K. Alternative Parking Plans

2. Applicability
Applicants who wish to provide fewer or more off-street parking spaces than allowed above shall be required to secure approval of an Alternative Parking Plan, in accordance with the standards of this Section. The Administrator may require that an Alternative Parking Plan be submitted in cases where the Administrator deems the listed standard to be inappropriate based on the unique nature of the use or in cases where the applicable standard is unclear.

7.3 Access Management and Circulation

C. Driveway Access Location and Design

2. Location of Driveway Access
Driveway locations shall be as shown on the PDD Concept Site Plan for Tract 1 & 4.

7. Geometric Design of Driveway Access
e. The maximum width of commercial driveway approaches for two-way operation shall not exceed thirty-six feet (36') of pavement, except that the Administrator may issue permits for driveway approaches greater than thirty-six feet (36') in width on major streets to handle special traffic conditions. The minimum width of commercial and multi-family driveway approaches for two-way operation shall be not less than twenty-four feet (24') of pavement.

7.4 Signs

C. Summary of Permitted Signs

The following signs are permitted in the relevant zoning districts of the City:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Apartment/Condominium/ Manufactured Home Park Identification Signs							
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X
Attached Signs	X	X	X	X	X	X	X
Commercial Banners		X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X
Directional Traffic Control Signs	X	X	X	X	X	X	X
Freestanding Signs	X	X	X			X	X
Home Occupation Signs							
Low Profile Signs	X	X	X	X	X	X	X
Non-Commercial Signs		X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X
Roof Signs	X					X	X

D. Prohibited Signs

The following signs shall be prohibited in the City of College Station:

3. Inflated signs, pennants, tethered balloons, and/or any gas filled objects for advertisement, decoration, or otherwise, except as permitted in Section 7.4.P, Grand Opening Signs and Section 7.4.U, Special Event Signs.

5. Excluding the flags of any country, state, city, or school, are prohibited in residential zones and on any residentially-developed property (except when flags are used as subdivision signs).

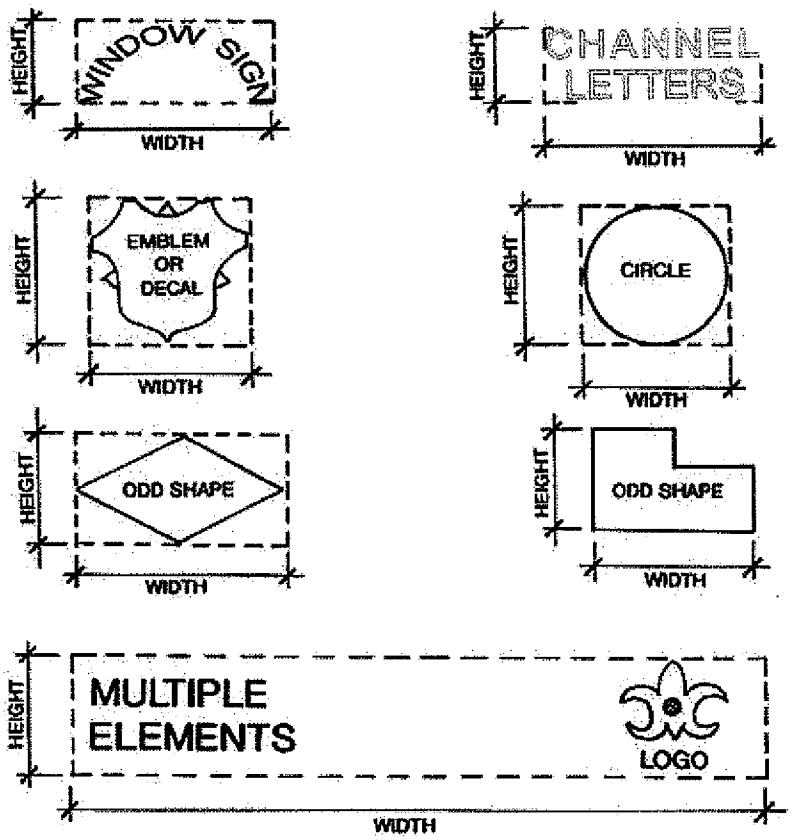
F. Sign Standards

The following table summarizes the sign standards for the City of College Station:

Sign Type	Maximum Area (s.f.)*		Maximum Height (ft.)		Setback From ROW (ft.)		Number Allowed	
	Tract 1	Tracts 2-7	Tract 1	Tracts 2-7	Tract 1	Tracts 2-7	Tract 1	Tracts 2-7
Area Identification Signs	As per Preliminary Site Sign Locations Plan	per UDO	As per Preliminary Site Sign Locations Plan	16 feet.	As per Preliminary Site Sign Locations Plan	per UDO	As per Preliminary Site Sign Locations Plan	per UDO
Attached Signs								
Development Signs Residential /Collector Street Arterial Street Freeway (As designated on Thoroughfare Plan)								
Directional Traffic Control Signs								
Freestanding Signs								

Low Profile Signs (In lieu of permitted Freestanding Sign)								
Real Estate, Finance, and Construction Signs Up to 150-foot frontage Greater than 150-foot frontage								
Roof Signs								

* Except as provided for in Section 7.4.N.10, Freestanding Commercial Signs.
** The area of a sign is the area enclosed by the minimum imaginary rectangle or vertical and horizontal lines that fully contains all extremities (as shown in the illustration below), exclusive of supports.



G. Area Identification and Subdivision Signs

1. Area Identification Signs shall be permitted upon private property in any zone to identify multiple-lot subdivisions of 10 to 50 acres in size and subject to the requirements set forth in Section 7.4.F, Sign Standards above. Area Identification Signs may also be used within a large subdivision to identify distinct areas within that subdivision, subject to the requirements in Section 7.4.F, Sign Standards above.

3. Both Area Identification and Subdivision Signs must be located on the premises as identified by a preliminary or master preliminary plat of the subdivision. Subdivision Signs will be permitted only at major intersections on the perimeter of the subdivision (intersection of two collector or larger streets). At each intersection either one or two Subdivision Signs may be permitted so long as the total area of the signs does not exceed 150 square feet. Flags may be utilized in place of a Subdivision Identification Sign, but the overall height shall not exceed 20 feet and 25 square feet in area in a residential zone and 35 feet in height and 100 square feet in area in industrial or commercial districts.

L. Directional Traffic Control Sign

1. Directional Traffic Control Signs may be utilized as traffic control devices in off-street parking areas subject to the requirements set forth in Section 7.4.F, Sign Standards above.
2. For multiple lots sharing an access easement to public right-of-way, there shall be only one directional sign located at the curb cut.
3. Logo or copy shall be less than 50% of the sign area.
4. No Directional Traffic Control Sign shall be permitted within or upon the right-of-way of any public street unless its construction, design, and location have been approved by the City Traffic Engineer.

M. Flags

1. One freestanding corporate flag per premise, not to exceed 35 feet in height or 100 square feet in area, is allowed in multi-family, commercial, and industrial districts.
2. Flags used solely for decoration and not containing any copy or logo and located only in multi-family, commercial, and industrial districts or developments are allowed without a permit. In multi-family developments, such flags will be restricted to 16 square feet in area. In all permitted zoning districts such flags will be restricted to 30 feet in height, and the number shall be restricted to no more than 6 flags per building plot.

N. Freestanding Commercial Signs

1. Any development with over 75 linear feet of frontage will be allowed one Freestanding Commercial Sign. All Freestanding Commercial Signs shall meet the following standards:

a. Allowable Area

Allowable Area For Freestanding Signs		
Frontage (Feet)	**Maximum Area (s.f.)**	
	Tract 1	Tracts 2-5
0-75	As per Conceptual Site Sign Location Plan	Per UDO
76-100		
101-150		
151-200		
201-250		
251-300		
301-350		
351-400		
401-450		
451-500		
501-550		
551-600+		

d. Allowable Height

1) The allowable height of a Freestanding Commercial Sign is determined by measuring the distance from the closest point of the sign to the curb or pavement edge and dividing this distance by two. No Freestanding Commercial Sign shall exceed 35 feet in height.
2) For the purposes of this Section, height of a sign shall be measured from the elevation of the curb or pavement edge.

3) For the purposes of this Section, the distance from curb shall be measured in feet from the back of curb or pavement edge to the nearest part of the sign.

5. A premise with more than 150 feet of frontage shall be allowed to use one Freestanding Commercial Sign or any number of Low Profile Signs as long as there is a minimum separation between signs of 150 feet. In lieu of one Low Profile Sign every 150 feet, hospital uses may have one low profile sign located at each driveway.

7. No more than one Freestanding Commercial Sign shall be allowed on any premises except when the site meets one of the following sets of criteria:

a. The building plot, as recognized on an approved Plat or Site Plan, must be 25 acres or more in area with at least 1,000 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) toward which one additional Freestanding Commercial Sign may be displayed (see diagram below); or

b. The Building plot, as recognized on an approved Plat or Site Plan, must be 15 acres or more in area with at least 600 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) and the site must have additional frontage on a street classified as a minor arterial or greater on the Thoroughfare Plan, toward which the additional Freestanding
Commercial Sign may be displayed.

T. Roof Signs

1. Signs mounted to the structural roof shall be regulated as Freestanding Commercial Signs.

7.5 Landscaping and Tree Protection

C. Landscaping Requirements

1. The landscaping requirements shall be determined on a point basis as follows:

a. Minimum Landscape Points required: 30 points per 1,000 square feet of site area;

1) Tract 1 requires 50,874 points [(1,695,791/1000 * 30]

2) Tracts 2-7 per UDO6 has no required landscaping

6. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs shall be permitted.

D. Streetscape Requirements

1. The streetscaping requirements shall be determined along all major arterials, freeways, and expressways as follows:

a. Within 50 feet of the property line along the street, one canopy tree for every 25 linear feet of frontage shall be installed. Two non-canopy trees may be substituted for each one canopy tree;

1) Tract 1:

Rock Prairie frontage requires 4 canopy trees (102 l.f./25)

2) Tracts 2-7:

Per UDO

b. Canopy and non-canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired; and

c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.

2. The streetscaping requirements shall be determined along all other roadways by the following:

a. Within 50 feet of the property line along the street, one canopy tree for every 32 feet of frontage shall be installed. Two non-canopy trees may be substituted for one canopy tree;

1) Tract 1:

Medical Avenue frontage requires 25 canopy trees (799 l.f./32)

Scott & White Drive frontage requires 27canopy trees (867 l.f. /32)

Lakeway Drive frontage requires 26 canopy trees (828 l.f./32)
Healing Way frontage requires 29 canopy trees (914 l.f./32)

2) Tracts 2-7:
Per UDO

b. Canopy and non-canopy trees must be selected from the Administrator's Streetscape Plant List and may be grouped as desired; and
c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.

3. Three hundred additional landscape points shall be required for every 50 linear feet of frontage on a right-of-way. Driveway openings, visibility triangles, and other traffic control areas may be subtracted from total frontage. The additional landscape points can be dispersed throughout the site.
a. Tract 1 requires an additional 21,060 points [(3,510 l.f./50) * 300]
b. Tracts 2-7 per UDO

7.9 Non-Residential Architectural Standards

B. Standards for All Non-Residential Structures
The following table summarizes the Non-Residential Architectural Standards for the City of College Station:

3. Building Materials

5) Stainless steel, chrome, standing seam metal and premium grade architectural metal may be used as an architectural accent and shall not cover greater than thirty percent (30%) of any façade for Tract 1 and 15% for Tracts 2-7. For Tracts all of 2-3 & 5, and within 400 feet of Rock Prairie Road of tract 4 the building architecture, styles and façades of the structures will be similar to and consist of similar materials as those present in the subdivisions across Rock Prairie Road (Stonebrook, etc), The pitch will be a minimum of 4:12, or as approved by the City's design review board.

D. Additional Standards for 20,000 S.F. or Greater
In addition to the standards set out in Section 7.9.B, the following shall apply to any single building or combinations of buildings of 20,000 gross square feet in area, whether connected or not, but determined to be a single building plot.

E. Additional Standards for 50,000 S.F. or Greater
In addition to the standards set out in this Section 7.9.B and 7.9.D, the following shall apply to any single building or combinations of buildings of 50,000 gross square feet in area or greater, whether connected or not, but determined to be a single building plot.

3. Landscaping
These requirements are in addition to and not in lieu of the requirements established in Section 7.5 Landscaping and Tree Protection.

a. The minimum required landscape points for a site shall be double (2 x minimum landscape points) of that required for developments of less than 50,000 gross square feet in area. The minimum allowable tree size is two inch (2") caliper.
Streetscape point requirements remain the same and shall count toward the landscape point requirement.
1) Tract 1 requires a total 122,808 points (50,874*2 + 21,060)
2) Tracts 2-7 per UDO

b. Trees are required along fifteen percent (15%) of the linear front of any façade facing a public right-of-way and shall include a minimum of one (1) canopy tree for every required six feet (6') in length. Non-canopy trees may be substituted in the tree wells provided that the number required shall be doubled. This landscaping shall count toward the overall landscape requirement.

Trees may be at grade or may be raised a maximum of thirty inches (30") in height, so long as the soil is continuous with the soil at grade. If the trees are located within interior

parking islands, then the islands shall not count toward the required interior parking islands as described in Section 7.2.E Interior Islands.

F. Additional Standards for 150,000 S.F. or Greater
In addition to the standards set out in Sections 7.9.B, 7.9.D, and 7.9.E, the following shall apply to any single building or combinations of buildings of 150,000 gross square feet in area or greater, whether connected or not but determined to be a single building plot.

3. The minimum allowable tree size is two and one half inches (2.5") caliper.

4. All parking areas must be screened from the public right-of-way using berms without exception for parking areas within 100 feet of the public right of way. Parking areas beyond 100 feet from the public right of way may choose to not provide berms so long as the area between the right of way and parking is open space area.

7.10 Outdoor Lighting Standards

It is recognized that no design can eliminate all ambient light from being reflected or otherwise being visible from any given development; however, the following requirements shall be followed to the fullest extent possible in order to limit nuisances associated with lighting and resulting glare.

All lighting within each Tract shall meet the requirements of this Section.

A. Site Lighting Design Requirements

1. Fixture (luminaire)
The light source shall not project below an opaque housing. No fixture shall directly project light horizontally.

2. Light Source (lamp)
Only incandescent, florescent, metal halide, mercury vapor, or color corrected high pressure sodium may be used. The same type must be used for the same or similar types of lighting on any one site throughout any master-planned development.

3. Mounting
Fixtures shall be mounted in such a manner that the projected cone of light does not cross any property line.

a. Tracts 2 thru 5 shall be limited to a maximum mounting height of 12 feet.

b. Tracts 1, 6 & 7 shall be limited to a maximum mounting height of 30 feet.

B. Specific Lighting Requirements

1. Façade and flagpole lighting must be directed only toward the façade or flag and shall not interfere with the night-visibility on nearby thoroughfares or shine directly at any adjacent residential use.

2. All lighting fixtures incorporated into non-enclosed structures (i.e., gas pump canopies, car washes, etc.) shall be fully recessed into the underside of such structures.

7.12 Traffic Impact Analyses

A TIA has been submitted for the Proposed PDD Concept Plan, and was prepared according to the methodology approved by the City.

Article 8. Subdivision Design and Improvements

8.2 General Requirements and Minimum Standards of Design

A. Urban Standards

17. Drainage
All drainage shall be designed and constructed in accordance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications, Chapter* 13 Flood Hazard Protection Ordinance and all applicable state and federal requirements.

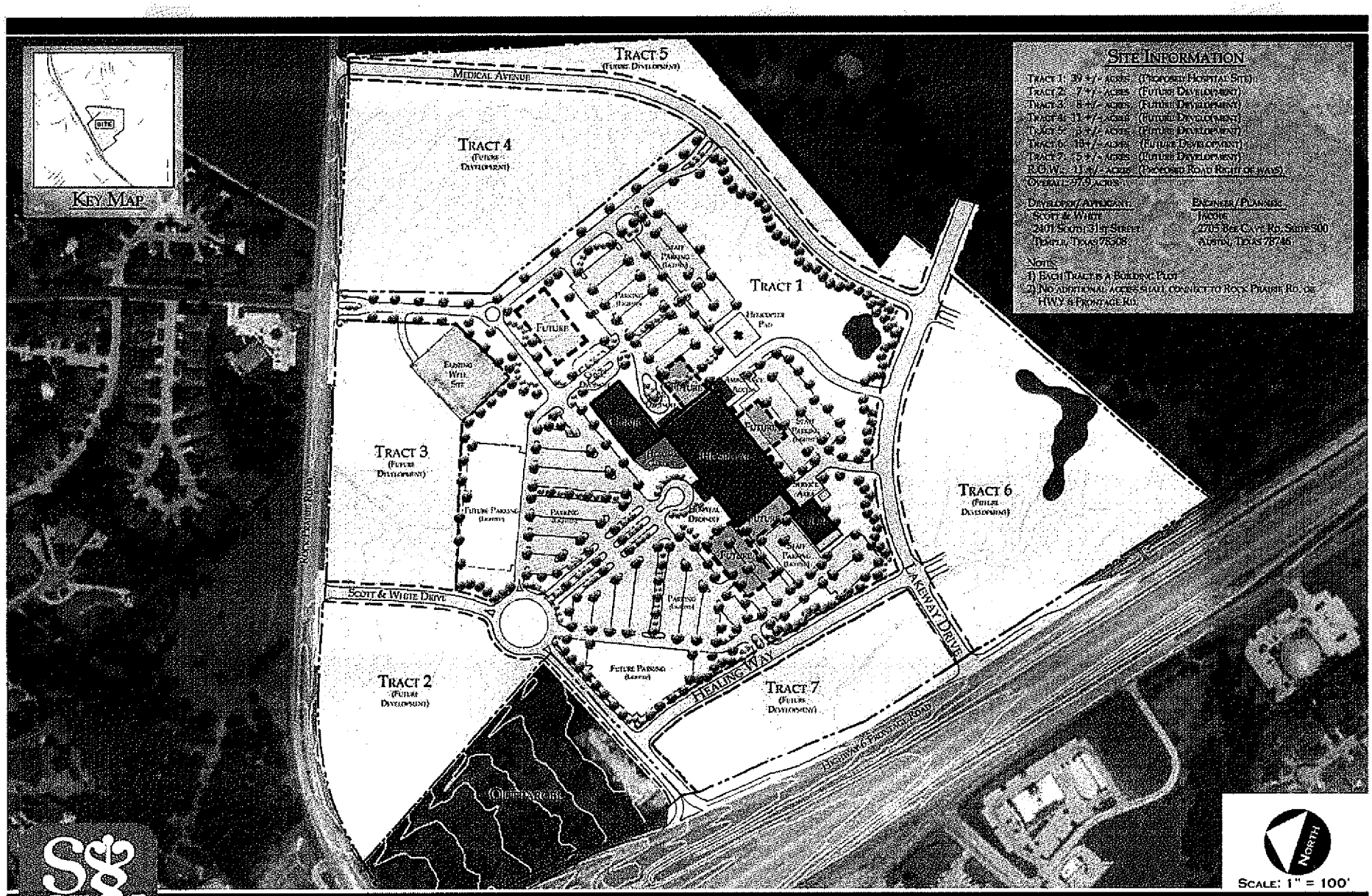
Even though the City of College Station does not have a water quality requirement, we will still be providing water quality via a Wet Pond. This best management practice (BMP) will treat the entire site of Tract 1 for water quality and provide approximately 93% total suspended solids (TSS) removal efficiency. In addition to providing water quality the pond will also detain the 2, 10, 25, and 100 year storm events. The pond will also serve as an aesthetic landscape feature, and serve as the main focal point as you enter the site.

Site Design Minimum Standards for Commercial and Multi-Family Projects
Sign Standards
Sign Visibility
As per Preliminary Site Sign Locations Plan for Tract 1.

Bryan/College Station Unified Design Guidelines, 2009, Streets and Alleys

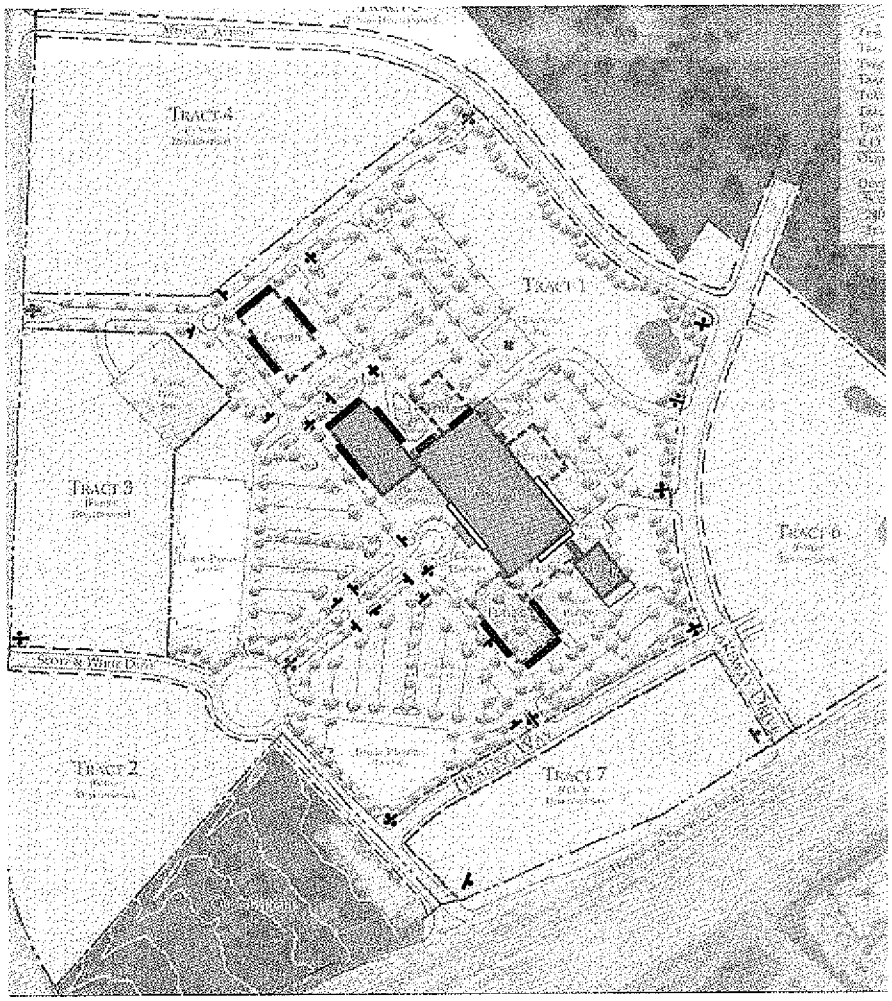
Table V

- Minor Collectors (Scott & White Drive, Medical Avenue, Healing Way) Right-of-Way width shall be 60 feet.
- Major Collector (Lakeway Drive) Right-of-Way width shall be 80 feet.


Key Map
Site
Site Information
Tract 1: 39 +/- Acres (Proposed Hospital Site)
Tract 2: 7 +/- Acres (Future Development)
Tract 3: 8 +/- Acres (Future Development)
Tract 4: 11 +/- Acres (Future Development)
Tract 5: 8 +/- Acres (Future Development)
Tract 6: 19 +/- Acres (Future Development)
Tract 7: 5 +/- Acres (Future Development)
R.O.W.: 11 +/- Acres (Proposed Road Right of Ways)
Overall: 97.9 Acres
Developer/Applicant:
Scott & White
2401 South 31st Street
Temple, Texas 76508
Engineer/Planner:
Jacobs
2705 Bee Cave Rd. Suite 300
Austin, Texas 78746
Notes:
1) Each Tract is a Building Pad
2) No additional access shall connect to Rock Prairie Rd. or Hwy 6 Frontage Rd.
Tract 5
(Future Development)
Medical Avenue
Tract 4
(Future Development)
Tract 1
Tract 3
(Future Development)
Tract 6
(Future Development)
Tract 2
(Future Development)
Tract 7
(Future Development)
Scott & White Drive
Healing Way
Lakeway Drive
Future Parking (Lots)
Existing Well Site
Helicopter Pad
Hospital
Hospital Drop-off
Staff Parking (Lots)
Parking (Lots)
Future
Quarry
Rock Prairie Road
Highway 6 Frontage Road
North
Scale: 1" = 100'
Scott & White Hospital - College Station, Texas
Conceptual PDD Site Plan
JACOBS
October 25, 2010

Site Plan: NTS

Note: Building footprint and sign locations shown are preliminary



Sign Type	Size	Qty.	Square Ft per location
Primary Identification	16'h x 10'w	3	160 sq. ft. ea.
Secondary Identification	9'- 9"h x 6'- 6"w	4	63 sq. ft. ea.
Tertiary Identification	9'- 3"h x 4'- 3"w	1	40 sq. ft. ea.
Vehicular Directional	5'- 3"h x 4'- 9"w	4	25 sq. ft. ea.
Hospital Building Identification Logo and Name	4'- 0"h x 48' Letters & 10' x 10' logo	3	600 sq. ft.± ea.
Hospital Building Logo	10' x 10' logo	1	100 sq. ft. ea.
Hospital Emergency Identification	1'-6"h x 20' letters	1	30 sq. ft. ea.
Clinic & Future Building Identification	2'-0"h x 18' letters	6	36 sq. ft. ea.
Vehicular Directional (Less visible from Public Right of Way)	5'- 3"h x 4'- 9"w	17	25 sq. ft.

Scott & White Hospital :: Central Texas
Environmental Graphics Program

Jankedesign

w: 512.329.8343 f: 512.329.6193
a: 1100 W. 6th St., Austin, TX 78703

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Prepared for: Jacobs

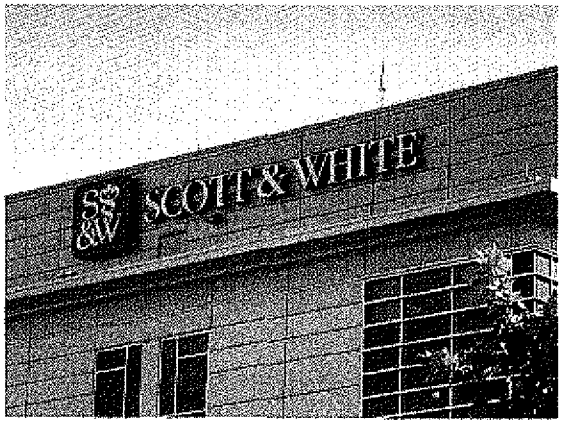
Preliminary
11 Oct 2010

Issue: PDD Documentation
Date: Oct 11, 2010
Scale: NTS

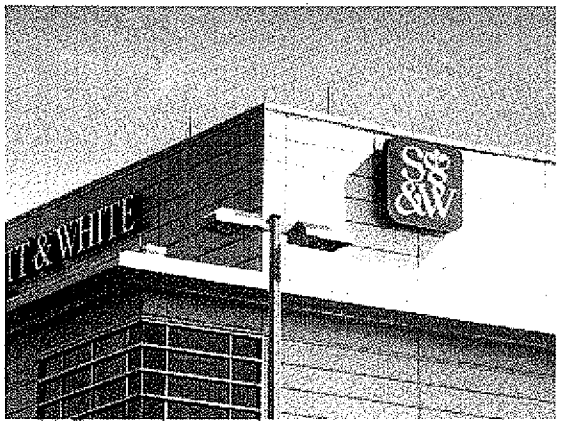
Preliminary Site Sign Locations

G | 1.0

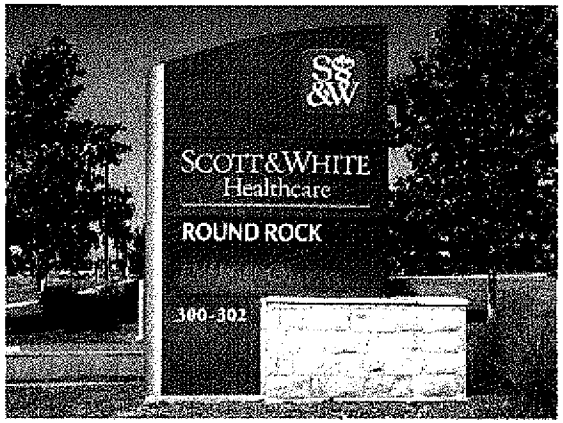
Signage Examples



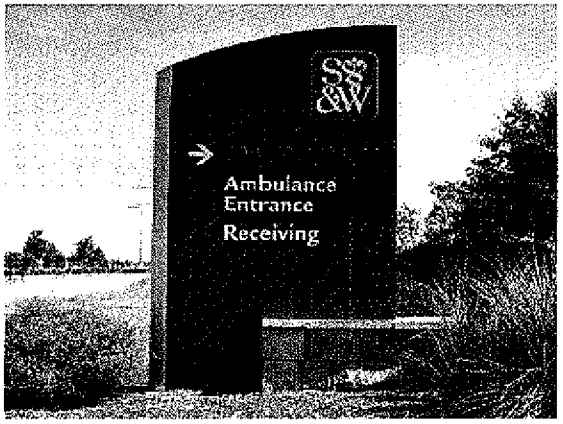
Hospital Building Identification
4'- 0" Cap. Ht. Letters – 192 sq. ft. (estimated)



Hospital Building Logo
10' x 10' – 100 sq. ft. (estimated)



Primary Identification Sign
16'h x 10'w – 160 sq. ft.



Secondary Identification Sign
9'- 9"h x 6'- 6"w – 63 sq. ft.

Tertiary Identification Sign
9'- 3"h x 4'- 3"w – 40 sq. ft.

Vehicular Directional Sign
5'- 3"h x 4'- 9"w – 25 sq. ft.

Scott & White Hospital :: Central Texas
Environmental Graphics Program

Jankedesign

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a: 1100 W. 6th St., Austin, TX 78703
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Notes:
1. Clinic Building Identification example not shown.
2. Wayfinding messages and project name to vary.

Preliminary
11 OctY 2010

Issue: PPD Documentation
Date: Oct 11, 2010
Scale: N/A

Scott & White Signage Examples

G | 2.0

October 28, 2021
Item No. 9.4.
Parkland Dedication Ordinance Amendment

Sponsor: Michael Ostrowski, Director of Planning and Developement

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.8 "Requirements for Park Land Dedication," of the Code of Ordinances of the City of College Station, Texas in its entirety, including amending the official Park Zones Map.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): The Parks and Recreation Board met on 10/12/21 and recommended approval of the amendment.

The Planning and Zoning Commission met on 10/21/21 and recommended approval of the amendment.

Staff recommends approval.

Summary: For parkland dedication purposes, developers are required to dedicate either land and/or fee in lieu of land for new residential development (both single-family and multi-family). The intent is that this dedication or fee will offset the demand that the new residents will place of the parks system. In addition to land, developers are also required to either construct or provide a fee for the improvements of the parks facilities. These funds are not to be used for maintenance or current parks facilities, but rather new or improved parks facilities. The land and improvements required for each development are to be located within the same park zone where the development is taking place.

Through a couple of City Council work sessions, the City Council has directed staff to make several changes to the parkland dedication requirements within the Unified Development Ordinance (UDO). The proposed changes are broken down into three categories (1) zones, (2) fees, and (3) credits.

Zones

With respect to zones, the current ordinance breaks park zones into two different categories (community and neighborhood). Within these categories, there are two community park zones and 16 neighborhood park zones. To help provide for a more effective distribution of parkland dedication funds, it has been requested to eliminate the distinction of categories for ordinance requirements, and to reduce the number of parkland dedication zones down to four. The proposed ordinance has been reflected as such. Furthermore, a new map has been created to identify the four different

zones.

Fees

In terms of fees, City Council has directed staff to ensure that (1) there is a standard review of fees, (2) we update the cost per acre to reflect market conditions, and (3) the park development fee recognizes passive parks. It is proposed that fees will be updated every five years. When staff updates the fees in the future, staff will adjust for market prices for land and ensure that the improvement fee recognizes passive parks. While the dedication and fee requirements are proposed to be changed in this ordinance amendment, they are only changing because of the elimination of the two different categories. They are being combined into a single category, and the dedication and fee requirements will be reflected of that. Essentially, the total combined dedication/fee will not change for this year. It is anticipated that new dedication/fee requirements will be reviewed and proposed for next year. The only change in fee will be to Extraterritorial Jurisdiction (ETJ) projects. Currently, these projects only pay the community park fee. Since this ordinance is eliminating the distinctions of parks, the fee for ETJ projects would be 50% of the fee for in-City projects.

Credits

Direction was also given to provide a credit to developers who construct private parks. The thought behind this is that with the construction of private parks in new developments, some of the demand that is created by the new residences will be offset by the private park. However, those residents will also likely use other parks in the City and therefore, some dedication and/or fees should still be provided. Therefore, it is recommended that a 25% credit be given for private parks that are constructed to certain standards and approved by the City.

In addition, to the changes above, staff has made other cleanup changes throughout the section and is therefore recommending to amend Section 8.8 in its entirety.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance Amendment - UDO 8.8 Parkland Dedication
2. Park Zones Map
3. Ordinance Amendment - UDO 8.8 Parkland Dedication - Redlined

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 8, "SUBDIVISION DESIGN AND IMPROVEMENTS," SECTION 8.8, "REQUIREMENTS FOR PARK LAND DEDICATION," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE SECTION IN ITS ENTIRETY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that the provisions of this Ordinance will promote the health, safety, and the general welfare of the citizens of City of College Station, Texas; and

WHEREAS, the City Council has carefully assessed the impact on the park and recreation system created by new development and has established dedication and development cost requirements based upon this impact; and

WHEREAS, the City Council, after careful consideration, finds that these requirements imposed upon residential developments to provide park facilities, the demand for which is created by such developments, are necessary and in the best interests of the citizens, are equitable, and do not impose an unfair burden on such developments; and

WHEREAS, the City Council finds that the provisions of this Ordinance reflect a fair method for determining parkland dedication, or cash in lieu of dedication, and assessment of park development fees in an amount proportionate to the new development to meet established levels of service; and

WHEREAS, the City Council finds that the provisions of this Ordinance reflect the essential connection between the demand generated by a development and the park or park improvement being constructed with the resources provided by the developer.

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

PART 1: The findings above are found to be true and correct factual and legislative determinations of the City of College Station and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

PART 2: That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.8, "Requirements for Park Land Dedication," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A," Exhibit "B,"** and **Exhibit "C"** attached hereto and made a part of this Ordinance for all purposes.

PART 3: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid

or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 4: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 5: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PART 6: That this Ordinance shall take effect on December 1, 2021, after its passage.

PASSED, ADOPTED and APPROVED this 28th day of October, 2021.

ATTEST:

_____

City Secretary

APPROVED:

_____

Mayor

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.8, "Requirements for Park Land Dedication," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

"Sec. 8.8. Requirements for Park Land Dedication.

A. **Purpose.**

It is hereby declared by the College Station City Council that public park, conservation, and greenway areas are valuable assets that advance the public's health, safety, and welfare. This Section is adopted to provide active and passive recreational areas in the form of park facilities as a function of subdivision and site development in the City of College Station and its Extraterritorial Jurisdiction (ETJ). This Section is enacted in accordance with the home rule powers of the City of College Station granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 as may be amended from time to time.

This Section recognizes that parkland dedication is a fair, reasonable, and uniform method of financing these assets that does not impose an unfair burden on new or existing development. The intent is to require new development to pay its proportionate costs that are associated with providing new, expanded, and renovated parks, so they are borne by the new residents who are responsible for creating the additional demand. This is done by integrating such requirements into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of multi-family dwellings that results in an increase in the number of bedrooms on existing residential property.

The intent of these assets is to provide a variety of outdoor recreational opportunities for new residents within reasonable proximity of their homes. The primary cost of purchasing, developing, or improving parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. To ensure this nexus, park zones have been established by the College Station City Council. They are shown on the Park Zones Map and they shall be *prima facie* proof that any park area located therein is within a convenient distance from any residence located therein.

Parkland dedication is consistent with, and furthers the objectives and policies of, the City's Comprehensive Plan and the Recreation, Park, & Open Space Master Plan to protect the health, safety, and general welfare of the public. It is coordinated with other city policies, ordinances, and resolutions by which the City seeks to ensure the provision of adequate park facilities in conjunction with the development of land.

B. **Applicability.**

This Section applies to a landowner who develops land for residential use located within the City or within its ETJ.

C. **Park Zones.**

The City is hereby divided into park zones, as shown on the official Park Zones Map, together with all explanatory matter thereon, and adopted by reference and declared to be a part of this UDO.

Zone boundaries typically follow key topographic features such as major thoroughfares, streams, City limit, and ETJ boundary lines. New park zones may be created or existing zones amended pursuant to procedures for amending the UDO.

D. **Requirements.**

1. **General.**

The City Manager or his/her designee shall administer this Section with certain review, recommendation, and approval authorities being assigned to the Planning and Zoning Commission, the Parks and Recreation Advisory Board, and various City departments as specified herein.

Generally, the developer of residential property must address the following requirements pursuant to this Section: dedication of land for park use or payment of a fee in lieu thereof, and payment of a development fee for park improvements necessary to transform the land into a useable park. Requirements herein are based on actual dwelling units or bedrooms for an entire development. Increases or decreases in final unit or bedroom count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units or bedrooms exceeds the original estimate, additional park land and additional park development fees may be required in accordance with the requirements in this Section.

The schedule of fees and required land dedications are identified in Subsection K. The delineation of park zones is identified in Subsection C.

2. **Land Dedication.**

a. The amount of land to be dedicated for park purposes shall be as set forth in Subsection K.

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

1) Prior to the issuance of any building permits for multi-family development,

2) Concurrently with the final plat for each phase of the development, or

3) In accordance with the terms of a valid Development Agreement associated with the property.

If land dedication is to occur in future phases of a multiple-phase development, the developer may provide the City with financial security against the current dedication requirements by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and, in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication and improvements as set forth in Subsection K. The financial guarantee will be released to the developer, without interest, upon the filing of the

final plat for the subsequent phase that dedicates the required park land and pays for the fee for the required improvements.

b. It is likely that residents living in the ETJ will use the City's park facilities. Hence, they should contribute to the cost of providing them. As a result of the difficulty faced by the City in maintaining property outside its corporate limits, the City will generally require a fee in lieu rather than the dedication of land. Alternatively, the dedication requirements of this Section may be met through the creation of private parkland in the same amount required as set forth in Subsection K provided the developer enters into a written agreement that all such private parkland be dedicated to the City at the time of full purpose annexation into the City and provided that any plat related to such development, is inscribed with a notation regarding same. If the private parkland option is chosen, a provision for private upkeep of the facilities as described in Subsection H shall be made.

3. **Fee in Lieu of Land.**

In lieu of dedicating land for parks, a developer may request to meet some or all of the land dedication requirements through payment of a fee in lieu thereof in the amounts set forth in Subsection K. Such fees shall be due at the same time as fees are due for final platting or for issuance of a building permit, whichever occurs first.

4. **City Final Approval.**

The City shall have the final authority in determining what proportion of land or fee may be accepted in lieu of required land dedication. The City may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in Subsection K for the park land dedication. Likewise, the City may, from time to time, require that land be dedicated in amounts as set forth in Subsection K and that no fee in lieu of land will be accepted.

5. **Approval Process for Park Land Dedication.**

a. For land dedication of five (5) acres or more to be accepted by the City, the landowner must:

1) Obtain a recommendation from the Parks and Recreation Advisory Board, and

2) Obtain approval from the Planning and Zoning Commission pursuant to the Plat Review in Article 3 of this UDO.

The Planning and Zoning Commission shall consider the recommendation from the Parks and Recreation Advisory Board but may make a decision contrary to its recommendation by majority vote.

b. For land dedication of less than five (5) acres the City Manager or his/her designee is authorized to accept and approve land dedications of less than five (5) acres if the following criteria are met:

1) The proposed dedication or fee provides a sufficient amount of park land existing in the park zone of the proposed development for required park land dedication;

2) The proposed dedication has especially attractive park features, as determined by the City Manager or his/her designee;

3) Where the proposed dedication is insufficient for a park site under existing park design standards, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in Subsection K; and

5) The proposed development of the park is consistent with College Station's Recreation, Park, & Open Space Master Plan, as may be amended from time to time.

In making his/her decision, the City Manager or his/her designee may choose to submit such application to the Parks and Recreation Advisory Board for its recommendation. In such event, the City Manager or his/her designee shall consider such recommendation but may make a decision contrary in accordance with the criteria set forth herein.

6. **Park Development Fee.**

In addition to the land dedication requirements for parks, there are also park development fees established herein sufficient to develop parks in ways that meet the City Park Facility and Equipment Standards. The amount of development fees assessed to a developer subject to this Section for parks is as shown in Subsection K. The process for the approval and collection of development fees shall be the same as for the park land dedication requirements to which the development relates, and shall be processed simultaneously with the park land dedication requirements.

7. **Construction of Park Improvements in Lieu of Development Fee.**

A developer may elect to construct park improvements in lieu of paying the associated development fees as set forth herein. In such event:

a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted and approved by the Director of Parks and Recreation Department or his/her designee and the Parks and Recreation Advisory Board upon submission of final plat or upon application for a site plan and/or building permit, whichever is applicable.

b. Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats, site plans, and for building permits issuance, whichever is applicable.

c. All plans and specifications shall meet or exceed the City Park Facility and Equipment Standards in effect at the time of the submission.

d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post payment and performance bonds equal to park development fees to guarantee the payment to subcontractors and suppliers and to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.

e. The construction of all improvements must be completed in accordance with the requirements relating to the construction of public improvements for final plats, site plans, and issuance of building permits, whichever is applicable. This includes the guaranteeing of performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements should be completed within two (2) years from the date of the approval.

f. **Completion and Acceptance.**

Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:

1) Improvements have been constructed in accordance with the approved plans,

2) All park land upon which the improvements have been constructed has been dedicated as required under this Section; and

3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements.

g. Upon issuance of a Certificate of Completion, the developer warrants the improvements for a period of one (1) year as set forth in the requirements in the City Park Facility and Equipment Standards.

h. The developer shall be liable for any costs required to complete park development if:

1) Developer fails to complete the improvements in accordance with the approved plans; or

2) Developer fails to complete any warranty work.

8. **Submitting Fee.**

Any fees required to be paid pursuant to this Section shall be remitted:

a. Prior to the issuance of any building permits for multi-family development; or

b. Upon the submission of each final plat for single-family, duplex, or townhouse development.

9. **Use of Fees.**

Fees may be used only for the acquisition, development, and/or improvement of park facilities to which they relate. Fees in lieu of land dedication may only be used for purchase, development and/or improvement of parks located within the same zone as the development.

10. **Reimbursement for City Acquired Park Land.**

The City may from time to time acquire land for parks in advance of actual or potential development. If the City does take such action, then it may require subsequent dedications to be in fee in lieu of land only. The fees will serve to reimburse the City for the cost(s) of acquisition.

E. **Prior Dedication or Absence of Prior Dedication.**

If a dedication requirement arose prior to enactment or amendment of this Section, subsequent development for the subject tract to which the dedication requirements applies may be subject to vesting as set forth in Chapter 245 Texas Local Government Code. Depending on the circumstances, additional dedication may be required for the increase in dwelling units or bedrooms from what was originally proposed.

F. **Comprehensive Plan Considerations.**

The City's Recreation, Park, & Open Space Master Plan is intended to provide the Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process and future development, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

G. **Special Fund; Right to Refund.**

1. All parkland dedication fees will be deposited in a fund referenced to the park zone to which it relates.
2. The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be encumbered or expended by the City within 10 years from the date received by the City for acquisition, development, and/or improvement of a park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so encumbered by contract or purchase order or expended, the landowners of the property on the expiration of such period shall be refunded a prorated refund of such sum, computed on a square footage of area basis by the City.

H. **Credit for Private Park Amenities.**

1. Up to 25% of the total fee in lieu and park development fee required by this Section to be paid by a developer may be eligible for reimbursement if the developer provides private park land and/or amenities on the site. The remaining percentage is retained for deposit in the City's parkland dedication fund for the purpose of defraying the financial burden that new residential units impose on the existing public park system in the City.
2. Private facilities eligible for credit are those outdoor amenities typically found in city public parks, which will substitute for the improvements otherwise funded by a dedication fee to meet the outdoor recreation needs of residents.
3. The amount of credit shall be based on actual out-of-pocket dollar costs that the developer incurred in providing the outdoor recreation amenities:
    a. The improvements must be constructed in accordance with the City Park Facility and Equipment Standards.
    b. The developer is required to submit to the City all paid invoices paid toward the construction of the private amenities.
    c. In order to receive the credit, the improvement must be inspected and approved by all appropriate City staff.

4. Yards, court areas, setbacks, and other open areas required to be maintained under the City's UDO, and other regulations, shall not be included in the credit computation.
5. Private recreation improvements shall be owned by an incorporated nonprofit homeowners' association comprised of all property owners in the subdivision. The organization should operate under recorded land agreements through which each property unit owner in the subdivision is automatically a member, and each unit is subject to a charge for a proportionate share of expenses for maintaining the facilities.
6. Should the homeowners' association fail to maintain the developer-provided private park facilities in compliance with City standards, each property owner agrees that the City may access the facilities to operate, maintain, and repair them. The costs of such maintenance, operations, and repairs shall be charged to the homeowners' association.
7. Use of the private park shall be restricted for park and recreation purposes by recorded covenant, which runs with the land in favor of future owners of the property, and which cannot be defeated or eliminated without the written consent of the City.
8. Facilities must be similar or comparable to what would be required to meet public park standards and recreational needs as set forth in Section.
9. The design of private park amenities must be reviewed and approved by the City prior to final plat approval.
10. All private park amenities shall be constructed in accordance with Subsection D (7).

I. **Park Land Guidelines and Requirements.**

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the City, protect public safety, and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

1. Any land dedicated to the City under this Section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities, as set forth in the City Park Facility and Equipment Standards.
3. At the discretion of the City, land in floodplains will be considered on a three (3) for one (1) basis. Three (3) acres of floodplain will be equal to one (1) acre of park land.

4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage shared facilities and joint development of new sites.
5. Unless intended to serve a larger area, park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located to minimize users having to cross arterial roadways to access them. Furthermore, park sites should not be encumbered by overhead utility lines or easements which may limit the opportunity for park development.
6. Where appropriate, sites with existing trees or other scenic elements are preferred.
7. Detention/retention areas may not be considered to meet dedication requirements, but may be accepted in addition to the required dedication. If accepted as part of the park, the detention/retention area design must meet specific parks specifications in the City Park Facility and Equipment Standards.
8. Where park sites are adjacent to greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to parks.
9. It is desirable that 50% of the perimeter of a park should abut a public street.

J. **Warranty Required.**

1. All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his/her designee and all work shall be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
2. All work by the developer or landowner not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
3. This warranty is in addition to any rights or warranties expressed or implied by law.
4. Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
5. This warranty obligation may be covered by any performance or payment bonds tendered in compliance with this Section.
6. If any of the work performed by the developer or landowner is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Section, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, developer shall promptly correct the defective work at no cost to the City.
7. During the applicable warranty period and after receipt of written notice from the City to begin corrective work, developer shall promptly begin the corrective work. The

obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

8. If within twenty (20) calendar days after the City has notified developer of a defect, failure, or abnormality in the work, developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by developer.
9. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by developer, its contractors, or subcontractors or by the surety.
10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this Section of the ordinance.

K. **Park Land Dedication and Development Fees.**

Parkland dedication and development fees are indicated below. For developments located in the ETJ, the land dedication and development fee requirements shall be reduced by 50%.

1. Land dedication

   Single-Family: One (1) acre per 61 Dwelling Units (DU)

   Multi-Family: One (1) acre per 145 bedrooms (BR)

2. Fee in lieu of land dedication

   Single-Family: $524.00 per Dwelling Unit (DU)

   Multi-Family: $220.00 per Bedroom (BR)

3. Park development fee

   Single-Family: $737.00 per Dwelling Unit (DU)

   Multi-Family: $467.00 per Bedroom (BR)

4. Total park fees

   Single-Family: $1,261.00 per Dwelling Unit (DU)

   Multi-Family: $687.00 per Bedroom (BR)”

Exhibit B

That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.8, "Requirements for Park Land Dedication," Subsection 8.8 (C), "Park Zones," of the Code of Ordinances of the City of College Station, Texas, establishes the following Park Zones Map:

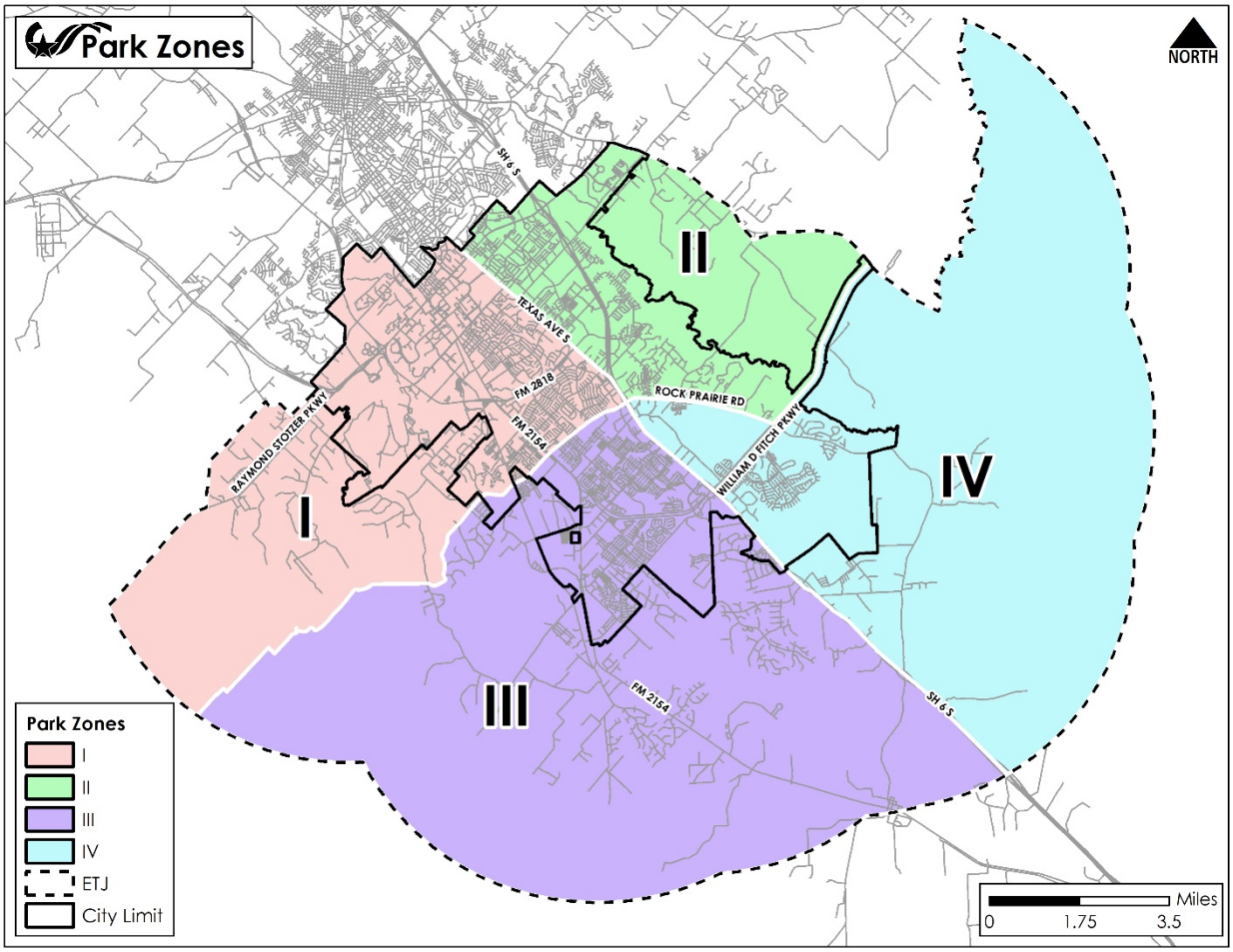


Exhibit C

That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.8, "Requirements for Park Land Dedication," Subsection 8.8 (K), "Park Land Dedication and Development Fees," of the Code of Ordinances of the City of College Station, Texas, establishes the following dedication and fee calculations:

Input Data:

- Population = 96,603
- Acres of Parks = 346 Neighborhood, 316 Community
- Number of Parks = 42 Neighborhood, 8 Community
- Persons Per Household = 2.38
- Land Acquisition Cost Per Acre = $32,000
- Park Development Cost = $350,000 Neighborhood, $1,900,000 Community Single Family, $3,800,000 Community Multi-Family

Land Dedication:

- Single Family Dwelling Units = (Population / Acres of Parks) / Persons Per Household
  - **61** = (96,603 / 662) / 2.38

- Multi-Family Bedrooms = Population / Acres of Parks
  - **145** = 96,603 / 662

Land Acquisition:

- Single Family Dwelling Units = Land Acquisition Cost Per Acre / ((Population / Acres of Parks) / Persons Per Household)
  - **$524** = $32,000 / ((96,603 / 662) / 2.38)

- Multi-Family Bedrooms = Land Acquisition Cost Per Acre / ((Population / Acres of Parks)
  - **$220** = $32,000 / (96,603 / 662)

Park Development:

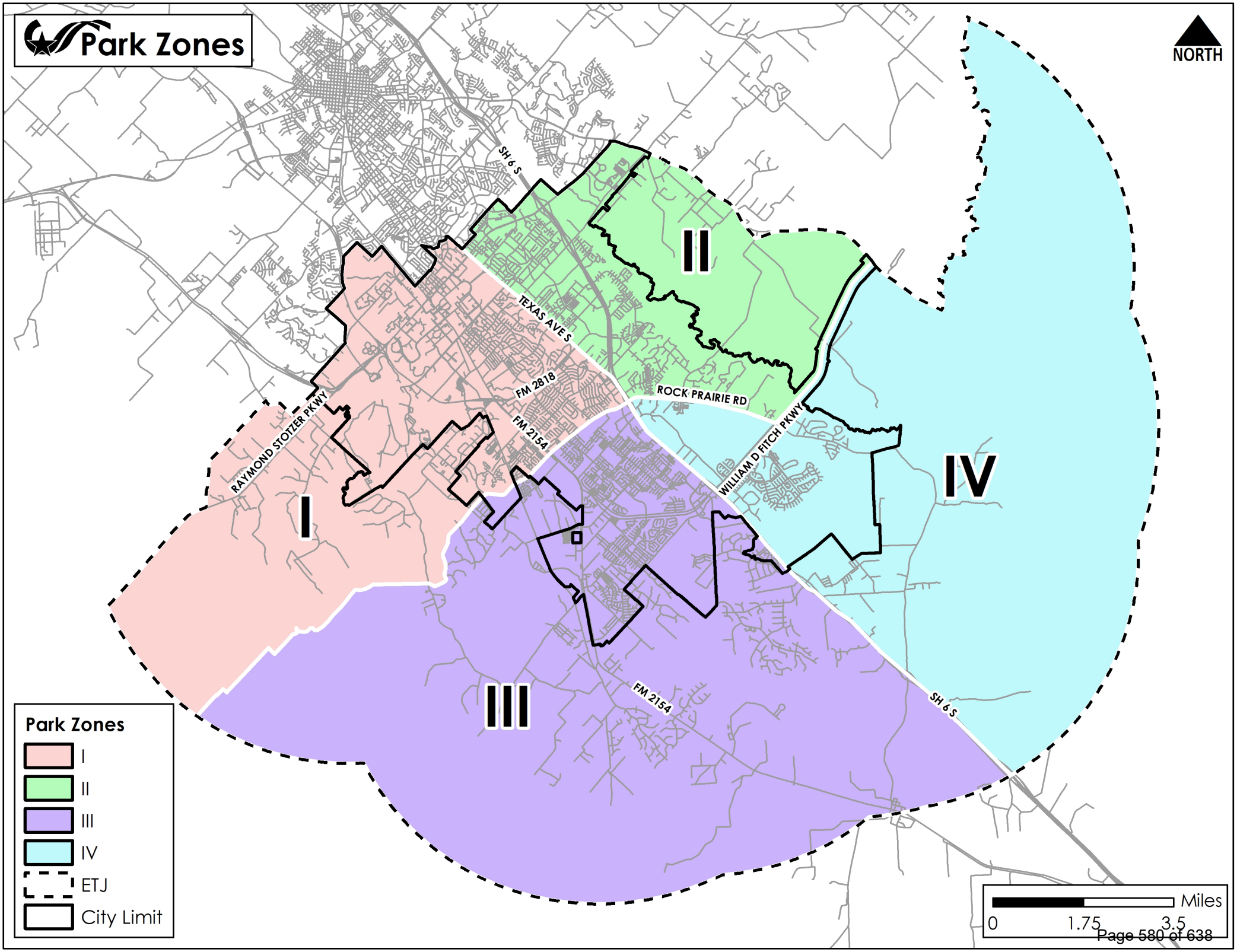
- Single Family Dwelling Units = Park Development Cost / (Population / Number of Parks) * Persons Per Household
  - $362 = $350,000 / (96,603 / 42) * 2.38
  - $375 = $1,900,000 / (96,603 / 8) * 2.38
  - **$737** = $362 + $375

- Multi-Family Bedrooms = Park Development Cost / (Population / Number of Parks)
  - $152 = $350,000 / (96,603 / 42)
  - $315 = $3,800,000 / (96,603 / 8)
  - **$467** = $152 + $315

Total Parkland Dedication Fees Per Unit Development:

- Single Family Dwelling Units = Land Acquisition + Park Development
  - **$1,261** = $524 + $737

- Multi-Family Bedrooms = Land Acquisition + Park Development
  - **$687** = $220 + $467


Park Zones
NORTH
SH 6 S
TEXAS AVE S
FM 2818
FM 2154
ROCK PRAIRIE RD
RAYMOND STOTZER PKWY
WILLIAM D FITCH PKWY
FM 2154
SH 6 S
I
II
III
IV
Park Zones
I
II
III
IV
ETJ
City Limit
Miles
0
1.75
3.5

Sec. 8.8. Requirements for Park Land Dedication.

A. **Purpose.**

It is hereby declared by the College Station City Council that public park, conservation, and greenway areas are valuable assets that advance the public's health, safety, and welfare. This Section is adopted to provide active and passive recreational areas in the form of neighborhood park facilities as well as community park facilities as a function of subdivision and site development in the City of College Station and its Extra-TerritorialExtraterritorial Jurisdiction (ETJ). This Section is enacted in accordance with the home rule powers of the City of College Station granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 as may be amended from time to time.

It is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood parks and community parks isThis Section recognizes that parkland dedication is a fair, reasonable, and uniform method of financing these assets that does not impose an unfair burden on new or existing development. The intent is to require new development to pay its proportionate costs that are associated with providing new, expanded, and renovated parks, so they are borne by the new residents who are responsible for creating the additional demand. This is done by integrating such requirements into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structuresmulti-family dwellings that results in an increase in the number of bedrooms on existing residential property.

Neighborhood parks are those parks providing forThe intent of these assets is to provide a variety of outdoor recreational opportunities and locatedfor new residents within convenient distances from a majority of the residences to be served thereby located within park zones established by the City. The park zones established by the College Station Parks and Recreation Department and shown on the official Parks and Recreation map for the Cityreasonable proximity of College Station shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein.their homes. The primary cost of purchasing, developing, or improving neighborhood parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. Typically, the landowner of a proposed residential development is the developer. To ensure this nexus, park zones have been established by the College Station City Council. They are shown on the Park Zones Map and they shall be *prima facie* proof that any park area located therein is within a convenient distance from any residence located therein.

A typical community park in College Station is designed to serve the needs of residents from several neighborhoods located within one-half- to three-mile radius. Community parks provide amenities that should complement neighborhood parks. Together, neighborhood parks and community parks can meet more of the recreational needs of residents.

Community parks are generally twenty-five (25) to seventy (70) acres in size. However, larger and smaller community parks may be purchased, developed and/or improved to meet specific requirements of a particular area of town.

Community parks, by their nature, serve both active and passive leisure needs of residents, and use by organizations and individuals from surrounding areas larger than for neighborhood parks. The acquisition, development, and improvement of the "basic" infrastructure and facilities for the usage of these community parks should be based upon the demand from the area residents it is intended to serve.

Therefore, the following requirements are adopted to affect the purposes stated above.

Parkland dedication is consistent with, and furthers the objectives and policies of, the City's Comprehensive Plan and the Recreation, Park, & Open Space Master Plan to protect the health, safety, and general welfare

of the public. It is coordinated with other city policies, ordinances, and resolutions by which the City seeks to ensure the provision of adequate park facilities in conjunction with the development of land.

B. **Applicability.**

This Section applies to a landowner who develops land for residential use located within the City or within its ~~extraterritorial jurisdiction~~ETJ.

C. **Park Zones.**

The City is hereby divided into park zones, as shown on the official Park Zones Map, together with all explanatory matter thereon, and adopted by reference and declared to be a part of this UDO.

Zone boundaries typically follow key topographic features such as major thoroughfares, streams, City limit, and ETJ boundary lines. New park zones may be created or existing zones amended pursuant to procedures for amending the UDO.

D. **Requirements.**

1. **General.**

The City Manager or his/her designee shall administer this Section with certain review, recommendation, and approval authorities being assigned to the Planning and Zoning Commission, the Parks and Recreation Advisory Board, and various City departments as specified herein.

Generally, the developer of residential property must address the following requirements pursuant to this Section: dedication of land for ~~neighborhood~~ park use or payment of a fee in lieu thereof, ~~dedication of land for community parks or payment of a fee in lieu thereof, payment of a development fee for neighborhood parks or construction of the neighborhood park improvements to which such fee relates,~~ and payment of a development fee for ~~community parks or construction of the community parks~~park improvements necessary to ~~which such fee relates.~~transform the land into a useable park. Requirements herein are based on actual dwelling units or bedrooms for an entire development. Increases or decreases in final unit or bedroom count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units or bedrooms exceeds the original estimate, additional park land and additional park development fees may be required in accordance with the requirements in this Section.

The schedule of fees and required land dedications ~~is attached hereto as Appendix I and incorporated and made a part of this Section for all purposes. The identification of park zones for neighborhood parks is as shown on City's Recreation, Park and Open Space Master Plan referenced herein and incorporated by reference~~are identified in Subsection K. The delineation of park zones is identified in Subsection C.

2. **Land Dedication.**

a. The amount of land to be dedicated for ~~neighborhood park land purposes and for community~~ park purposes shall be as set forth in ~~Appendix I~~Subsection K.

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

1) Prior to the issuance of any building permits for multi-family development,

2) Concurrently with the final plat for ~~a single~~each phase of the development, or

~~3) For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or~~

~~4) The~~3) In accordance with the terms of a valid Development Agreement associated with the property.

If land dedication is to occur in future phases of a multiple-phase development, the developer may provide the City with financial security against the ~~future~~current dedication requirements by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and, in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication and improvements as set forth in ~~Appendix I~~Subsection K. The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land~~.~~ and pays for the fee for the required improvements.

~~b. For development located within the extraterritorial jurisdiction of the City~~b. It is likely that residents living in the ETJ will use the City's park facilities. Hence, they should contribute to the cost of providing them. As a result of the difficulty faced by the City in maintaining property outside its corporate limits, the City will generally require a fee in lieu rather than the dedication of land. Alternatively, the dedication requirements of this Section may be met through the creation of private parkland in the same amount required as set forth in ~~Appendix I~~Subsection K provided the developer enters into a written agreement that all such private parkland be dedicated to the City at the time of full purpose annexation into the City and provided that any plat related to such development, is inscribed with a notation regarding same. If the private parkland option is chosen, a provision for private upkeep of the facilities as described in Subsection H shall be made.

3. **Fee in Lieu of Land.**

In lieu of dedicating ~~park~~ land for ~~neighborhood parks and for community~~ parks, a developer may request to meet some or all of the ~~neighborhood park land dedication requirements, and some or all of the community park~~ land dedication requirements through payment of a fee in lieu thereof in the amounts set forth in ~~Appendix I.~~Subsection K. Such fees shall be due at the same time as fees are due for final platting or for issuance of a building permit, whichever occurs first.

4. **City Final Approval.**

The City shall have the final authority in determining ~~how much, if any,~~what proportion of land or fee may be accepted in lieu of required land dedication. The City may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in ~~Appendix I for either, both, some or all of neighborhood park land or community~~Subsection K for the park land dedication. Likewise, the City may, from time to time, require that land be dedicated in amounts as set forth in ~~Appendix I~~Subsection K and that no fee in lieu of land will be accepted.

5. **Approval Process for Park Land Dedication.**

a. ~~Land Dedications equal or exceeding five (5) acres, and Dedications of Floodplains and Greenways:~~

For ~~any proposed required neighborhood park~~ land dedication ~~equaling or exceeding five (5) acres of land or equaling or exceeding payment of a fee in lieu thereof, for any proposed required community park land dedication equaling or exceeding five (5) acres of land or equaling or exceeding~~of five (5) acres or more to be accepted by the ~~payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway~~City, the landowner must:

1) Obtain a recommendation from the Parks and Recreation Advisory Board, and

2) Obtain approval from the Planning and Zoning Commission pursuant to the Plat Review ~~Section~~ in Article 3 of this UDO.

The Planning and Zoning Commission shall consider the recommendation from the Parks and Recreation Advisory Board but may make a decision contrary to its recommendation by majority vote.

b. ~~Dedications~~ For land dedication of less than five (5) acres ~~not including floodplains or greenways:~~

~~For any proposed neighborhood park land dedication less than five (5) acre of land or the payment of a fee in lieu thereof, for any proposed required community park land dedication less than five (5) acres of land or the payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway,~~ the City Manager or his/her designee is authorized to accept and approve ~~same~~ land dedications of less than five (5) acres if the following criteria are met:

1) The proposed dedication or fee provides a sufficient amount of ~~neighborhood~~ park land existing in the park zone of the proposed development for required ~~neighborhood~~ park land dedication~~, or the proposal provides a sufficient amount of community park land existing for the proposed development for required community park land dedication requirements, whichever applies~~;

~~2~~2) The proposed dedication has especially attractive park features, as determined by the City Manager or his/her;

3) Where the proposed dedication is insufficient for a ~~neighborhood park site or for a community~~ park site under existing park design standards, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in ~~Appendix I;~~ Subsection K; and

~~3) Determination of acceptability of a proposed neighborhood park land dedication and for a proposed community park land dedication is based upon the City of College Station's Recreation, Park and Open Space Master Plan, as may be amended from time to time; and~~

~~4~~5) The proposed development of the ~~neighborhood park or community~~ park is consistent with College Station's Recreation, Park ~~and~~, & Open Space Master Plan, as may be amended from time to time.

In making his/her decision, the City Manager or his/her designee may choose to submit such application to the Parks and Recreation Advisory Board for its recommendation. In such event, the City Manager or his/her designee shall consider such recommendation but may make a decision contrary in accordance with the criteria set forth herein.

6. **Park Development Fee.**

In addition to the land dedication requirements for ~~neighborhood parks and for community~~ parks, there are also park development fees established herein sufficient to develop ~~neighborhood parks and community~~ parks in ways that meet the City ~~of College Station's Manual of~~ Park ~~Improvements~~Facility and Equipment Standards. The amount of development fees assessed to a developer subject to this Section for ~~neighborhood and community~~ parks is as shown in ~~Appendix I~~Subsection K. The process for the approval and collection of development fees shall be the same as for the park land dedication requirements to which the development relates, and shall be processed simultaneously with the park land dedication requirements.

7. **Construction of Park Improvements in Lieu of Development Fee.**

A developer may elect to construct ~~required neighborhood park improvements and/or community~~ park improvements in lieu of paying the associated development fees as set forth herein. In such event:

a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted and approved by the Director of Parks and Recreation Department or his/her designee and the Parks and Recreation Advisory Board upon submission of final plat or upon application for a site plan and/or building permit, whichever is applicable.

b. Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats, site plans, and for building permits issuance, whichever is applicable.

c. All plans and specifications shall meet or exceed the ~~City's Manual of~~City Park ~~Improvement~~Facility and Equipment Standards in effect at the time of the submission.

d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post payment and performance bonds equal to park development fees to guarantee the payment to subcontractors and suppliers and to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.

e. The construction of all improvements must be completed in accordance with the requirements relating to the construction of public improvements for final plats, site plans, and issuance of building permits, whichever is applicable. This includes the guaranteeing of performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements should be completed within two (2) years from the date of the approval.

f. **Completion and Acceptance.**

Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:

1) Improvements have been constructed in accordance with the approved plans,

2) All park land upon which the improvements have been constructed has been dedicated as required under this Section; and

3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements.

g. Upon issuance of a Certificate of Completion, the developer warrants the improvements for a period of one (1) year as set forth in the requirements in the City ~~of College Station's Manual of~~ Park ~~Improvements~~Facility and Equipment Standards.

h. The developer shall be liable for any costs required to complete park development if:

1) Developer fails to complete the improvements in accordance with the approved plans; or

2) Developer fails to complete any warranty work.

8. **Submitting Fee.**

Any fees required to be paid pursuant to this Section shall be remitted:

a. Prior to the issuance of any building permits for multi-family development; or

b. Upon the submission of each final plat for single-family, duplex, or townhouse development.

9. **Use of Fees.**

Fees may be used only for the acquisition, development, and/or improvement of park facilities to which they relate. ~~For fees~~Fees in lieu of ~~neighborhood park~~ land dedication~~, fees~~ may only be used for purchase, development and/or improvement of ~~neighborhood~~ parks located within the same zone as the development. ~~For fees in lieu of community park land dedication, fees may only be used for the purchase, development, and/or improvement of community parks.~~

10. **Reimbursement for City Acquired Park Land.**

The City may from time to time acquire land for parks in ~~or near an area~~advance of actual or potential development. If the City does ~~acquire park land in a park zone for a neighborhood park or acquires park land for a community park, the City~~take such action, then it may require subsequent dedications to be in fee~~-~~ in lieu~~-~~ of~~-~~ land only. ~~This~~The fees will ~~be~~serve to reimburse the City for the cost(s) of acquisition.

~~D~~E. **Prior Dedication or Absence of Prior Dedication.**

If a dedication requirement arose prior to enactment or amendment of this Section, subsequent development for the subject tract to which the dedication requirements applies may be subject to vesting as set forth in Chapter 245 Texas Local Government Code. Depending on the circumstances, additional dedication may be required for the increase in dwelling units or bedrooms from what was originally proposed.

~~E~~F. **Comprehensive Plan Considerations.**

The City's Recreation, Park~~ and~~, & Open Space Master Plan is intended to provide the Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process and future development, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

~~Park zones for neighborhood parks are established by the City's Recreation, Park and Open Space Master Plan as a component of the City's Comprehensive Plan, and indicate service areas for neighborhood parks. Zone boundaries typically follow key topographic features such as major thoroughfares, streams, City limit and ETJ boundary lines. New park zones may be created or existing zones amended pursuant to procedures for amending the City's Recreation, Park and Open Space Master Plan as land acquisitions or other circumstances dictate.~~

~~F~~G. **Special Fund; Right to Refund.**

1. All ~~neighborhood park land~~parkland dedication fees will be deposited in a fund referenced to the park zone to which it relates.~~ Community park land dedication fees will be deposited in a fund referenced to community parks.~~

2. The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be encumbered or expended by the City within ~~ten (~~10~~)~~ years from the date received by the City for acquisition, development, and/or improvement of a ~~neighborhood park or a community~~ park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so encumbered by contract or purchase order or expended, the landowners of the property on the expiration of such period shall be refunded a prorated refund of such sum, computed on a square footage of area basis by the City.

H. **Credit for Private Park Amenities.**

1. Up to 25% of the total fee in lieu and park development fee required by this Section to be paid by a developer may be eligible for reimbursement if the developer provides private park land and/or amenities on the site. The remaining percentage is retained for deposit in the City's parkland dedication fund for the purpose of defraying the financial burden that new residential units impose on the existing public park system in the City.

2. Private facilities eligible for credit are those outdoor amenities typically found in city public parks, which will substitute for the improvements otherwise funded by a dedication fee to meet the outdoor recreation needs of residents.

3. The amount of credit shall be based on actual out-of-pocket dollar costs that the developer incurred in providing the outdoor recreation amenities:

   a. The improvements must be constructed in accordance with the City Park Facility and Equipment Standards.

   b. The developer is required to submit to the City all paid invoices paid toward the construction of the private amenities.

c. In order to receive the credit, the improvement must be inspected and approved by all appropriate City staff.

4. Yards, court areas, setbacks, and other open areas required to be maintained under the City's UDO, and other regulations, shall not be included in the credit computation.

5. Private recreation improvements shall be owned by an incorporated nonprofit homeowners' association comprised of all property owners in the subdivision. The organization should operate under recorded land agreements through which each property unit owner in the subdivision is automatically a member, and each unit is subject to a charge for a proportionate share of expenses for maintaining the facilities.

6. Should the homeowners' association fail to maintain the developer-provided private park facilities in compliance with City standards, each property owner agrees that the City may access the facilities to operate, maintain, and repair them. The costs of such maintenance, operations, and repairs shall be charged to the homeowners' association.

7. Use of the private park shall be restricted for park and recreation purposes by recorded covenant, which runs with the land in favor of future owners of the property, and which cannot be defeated or eliminated without the written consent of the City.

8. Facilities must be similar or comparable to what would be required to meet public park standards and recreational needs as set forth in Section.

9. The design of private park amenities must be reviewed and approved by the City prior to final plat approval.

10. ~~G.~~ All private park amenities shall be constructed in accordance with Subsection D (7).

I. **Park Land Guidelines and Requirements.**

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the City, protect public safety, and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

1. Any land dedicated to the City under this Section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.

2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities~~.~~, as set forth in the City Park Facility and Equipment Standards.

3. ~~Land~~At the discretion of the City, land in floodplains ~~or designated greenways~~ will be considered on a three (3) for one (1) basis. Three (3) acres of floodplain ~~or greenway~~ will be equal to one (1) acre of park land.

4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage shared facilities and joint development of new sites.

~~5. Neighborhood~~5. Unless intended to serve a larger area, park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located to

minimize users having to cross arterial roadways to access them. Furthermore, park sites should not be encumbered by overhead utility lines or easements which may limit the opportunity for park development.

6. Where appropriate, sites with existing trees or other scenic elements are preferred.

7. Detention/retention areas may not be considered to meet dedication requirements, but may be accepted in addition to the required dedication. If accepted as part of the park, the detention/retention area design must meet specific parks specifications in the ~~City's Manual of~~City Park ~~Improvements~~Facility and Equipment Standards.

8. Where park sites are adjacent to greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to ~~provide public access to~~ parks.

9. It is desirable that ~~fifty (~~50~~) percent~~% of the perimeter of a park should abut a public street.

J~~10. Community Parks should be accessible for major arterial streets so as to be accessible by large groups of people from large surrounding areas.~~

~~H~~. **Warranty Required.**

1. All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his/her designee and ~~that~~ all work ~~will~~shall be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.

2. All work by the developer or landowner not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

3. This warranty is in addition to any rights or warranties expressed or implied by law.

4. Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.

5. This warranty obligation may be covered by any performance or payment bonds tendered in compliance with this ~~Ordinance~~Section.

6. If any of the work performed by the developer or landowner is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ~~ordinance~~Section, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a ~~certificate~~Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, developer shall promptly correct the defective work at no cost to the City.

7. During the applicable warranty period and after receipt of written notice from the City to begin corrective work, developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

8. If within twenty (20) calendar days after the City has notified developer of a defect, failure, or abnormality in the work, developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by developer.

9. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by ~~Developer~~developer, its contractors, or subcontractors or by the surety.

10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one~~-~~ (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this Section of the ordinance.

~~APPENDIX I.~~

~~**PARK LAND DEDICATION AND DEVELOPMENT FEES**~~

~~I. **Neighborhood and Community Parks.**~~

~~A.~~ K. **Park Land Dedication** ~~Requirements for Neighborhood Parks~~**and Development Fees.**

~~1A. Land dedication.~~

Parkland dedication and development fees are indicated below. For developments located in the ETJ, the land dedication and development fee requirements shall be reduced by 50%.

1. Land dedication

Single-Family: One (1) acre per ~~117~~61 Dwelling Units (DU)

Multi-Family: One (1) acre per ~~278~~145 bedrooms (BR)

~~B. Fee in lieu of land dedication.~~

2. Fee in lieu of land dedication

Single-Family: $~~274~~524.00 per Dwelling Unit (DU)

Multi-Family: $~~115~~220.00 per Bedroom (BR)

~~C~~3. Park development fee~~.~~

Single-Family: $~~362~~737.00 per Dwelling Unit (DU)

Multi-Family: $~~152~~467.00 per Bedroom (BR)

~~D~~4. Total ~~**neighborhood**~~ park fees~~.~~

Single-Family: $~~636~~1,261.00 per Dwelling Unit (DU)

Multi-Family: $~~267~~687.00 per Bedroom (BR)

~~*B. **Dedication Requirements for Community Parks.***~~

~~1. Land dedication.~~

~~Single-Family: One (1) acre per 128 Dwelling Units (DU)~~

~~Multi-Family: One (1) acre per 305 Bedrooms (BR)~~

~~2. Fee in lieu of land dedication.~~

~~Single-Family: $250.00 per Dwelling Unit (DU)~~

~~Multi-Family: $105.00 per Bedroom (BR)~~

~~3. **Park development fee.**~~

~~Single-Family: $375.00 per Dwelling Unit (DU)~~

~~Multi-Family: $315.00 per Bedroom (BR)~~

4. **Total community park fees.**

Single-Family: $625.00 per Dwelling Unit (DU)

Multi-Family: $420.00 per Bedroom (BR)

(Ord. No. 2012-3434 , Pt. 1(Exh. A), 8-9-2012; Ord. No. 2012-3449 , Pt. 1(Exh. K), 9-27-2012; Ord. No. 2015-3728 , Pt. 1(Exh. A), 12-10-2015; Ord. No. 2017-3953 , Pt. 1(Exhs. A—C), 10-26-2017; Ord. No. 2019-4111 , Pt. 1(Exh. A), 7-25-2019)

October 28, 2021
Item No. 9.5.
Comprehensive Plan Amendment – 1660 Graham Road

Sponsor: Alyssa Halle-Schramm, Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan Future Land Use and Character Map from Suburban Commercial to Urban for approximately 10 acres, generally located at 1660 Graham Road.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their August 19, 2021, meeting where they voted unanimously to recommend approval. Staff also recommends approval of the request to Urban with the understanding that if this request is approved by City Council, the 10-year Comprehensive Plan update will necessitate a redesignation to Mixed Residential, which best reflects the proposed townhouse use and inherently limits the scale and density of this development.

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Suburban Commercial to Urban on approximately 10 acres located west of the existing International Leadership of Texas (ILT) public charter school campus. The subject property and properties to the north and east are primarily designated as Suburban Commercial on the Comprehensive Plan Future Land Use and Character Map, while the properties to the west and south are General Suburban.

In February 2021, City Council denied a Comprehensive Plan Amendment request for Urban on the same parcel, as the former developer – at the time – intended to develop a multi-family product.

This request for the Urban land use designation is accompanied by a rezoning request for a PDD Planned Development District with a T Townhouse base to allow for a transitional single-family residential use between the Dove Crossing Subdivision and the ILT charter school campus. The City Council heard this item at their September 9, 2021, meeting, held the public hearing, and postponed action on the item to October 28, 2021.

This application coincides with the 10-year Comprehensive Plan update, which will eliminate the Urban land use designation and reclassify all properties that were previously designated as Urban. The new Mixed Residential land use is the most appropriate for the townhouse uses proposed with this development. If approved by City Council, the Urban land use for this property will take effect immediately and then be reclassified to Mixed Residential when the 10-year Comprehensive Plan Update goes into effect on November 8, 2021.

REVIEW CRITERIA

1. Changed or changing conditions in the subject area of the City: The subject property and

properties to the north and east have a future land use designation of Suburban Commercial with Natural Areas Reserved along Lick Creek. The Suburban Commercial land use designation is generally for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). The design of structures is intended to be compatible with surrounding single-family residential neighborhoods. Institutional/Public is located to the north across Graham Road at the City of College Station's Public Utilities site. The property to the northwest across Graham Road is designated as Medical Use with a small portion of Natural Areas Reserved along Lick Creek. Properties to the west and south have a General Suburban land use designation and are developed as residential properties within the Dove Crossing Subdivision.

The subject property is adjacent to both the Medical District Master Plan area and the Spring Creek District, which is generally the area located along State Highway 6 near the Rock Prairie Road interchange and the Spring Creek Business Park. This area includes the major medical centers of Baylor Scott & White Medical Center, CHI St. Joseph Health College Station Hospital, as well as a number of other medical related facilities and a master planned, City-owned business park. The focus of development in this area should be linking current and future medical facilities into a cohesive district which incorporates the natural features of Lick Creek and Spring Creek into the design of the district.

The area near the intersection of Longmire and Graham Road has continued to grow with the development of the adjacent ILT school to the east and an optometry office. Other uses in this area include, but are not limited to, parks, hospitals, commercial retail (banks, hotels, and grocery stores), public utilities, offices, and single-family residential. The variety of uses support a variety of housing types; however the area is primarily single-family detached homes.

The Urban designation allows for an intense level of development activities and consists of townhomes, duplexes, and high-density apartments. An amendment to Urban would lay the foundation for providing a higher concentration of dwelling units located within walking distance to a school, grocery store, medical offices, and employment centers, which could ultimately lead to a more walkable pedestrian friendly neighborhood.

Since the area was annexed in December of 1993, the Comprehensive Plan Future Land Use and Character Map has remained largely unchanged for this part of town.

2. Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole: The applicant is requesting an amendment to the Future Land Use and Character Map to Urban. The Urban designation is generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments.

The property has an existing single-family home, and the adjacent property to the east is the ILT campus located on approximately 14.38 acres. To the south and west is the Dove Crossing Subdivision with an overall density of 4.23 dwelling units per acre. North, across Graham Road, is approximately 47.43 acres owned by the City of College Station, some of which hosts the City of College Station's fleet services and public utilities.

A higher concentration of dwelling units per acre would support the nearby parks, commercial retail (banks, hotels, and grocery stores), offices, and the city's medical corridor. Additionally, it would

provide an appropriate transition and step down of the intensity of land uses from the commercially zoned areas along Rock Prairie and Highway 6, as you would go from medical facilities to a grocery store, hotel, school, this Urban designation which would allow for a future attached single-family development, and then the surrounding single-family detached homes.

3. Impact on environmentally sensitive and natural areas: While the subject property is located nearby Lick Creek, there is no FEMA designated floodplain on the property. The applicant has stated that the subject property will follow city codes and ordinances and will not have adverse impacts on the surrounding areas.

4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network: This property was assumed as a Suburban Commercial land use within the City's currently adopted Water and Wastewater Master Plans. The applicant provided City staff with anticipated demands for the proposed Urban Future Land Use. These demands were loaded into the City's water and wastewater models to determine if adequate capacity exists for the proposed higher density land use type.

The results of the water distribution model scenario indicate that adequate domestic water capacity is available. However, the wastewater collection system model output demonstrated capacity concerns. Any near-term rezoning proposal to an Urban intensity use would have to be carefully considered as further analysis shows significant downstream sanitary sewer system improvements would be required at the developer's expense and would include upgrades to an existing lift station, as well as the upsizing of approximately 3,250 LF of sanitary sewer mains.

However, there is an approved capital project that is expected to be completed within the next three to four years that will provide the necessary capacity for this higher density land use type. The completion of this City funded CIP would eliminate the need for a developer to provide the currently identified downstream improvements. The applicant has also proposed that the development would be phased to account for sewer capacity issues as needed and if applicable.

Drainage and other public infrastructure is required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. A traffic impact analysis (TIA) is not required with a Comprehensive Plan amendment request; however, with a rezoning using T Townhouse as a base zoning – as is requested in the accompanying application – a TIA would not be required as it does not exceed 150 trips in the peak hour. Both Graham Road and nearby Longmire Drive are constructed to their full cross sections as 2-lane Major Collectors per the City's Thoroughfare Plan. The subject property also has two public streets projected to the subject property, Crystal Dove Avenue to the west and White Dove Trail to the south.

The proposed Urban land use amendment could create a more intense land use in an area that has experienced traffic issues during drop-off and pick-up times of the adjacent ILT school campus to the east. It is not uncommon for queueing issues to exist around school sites during these times. Both Graham Road and Longmire Drive are designated and constructed to their Major Collector cross sections and a traffic signal was installed at their intersection by ILT. Based on the trip rate table provided in the UDO, future townhouse development could generate less trips per acre than the adjacent General Suburban uses (7.28 trips per acre vs. 8 trips per acre). It has the potential to generate fewer trips per acre than a Suburban Commercial zoning, which could have 40 trips per acre though there is much variability in commercial trip generation depending upon the end use. These rates are based on national averages and the actual resulting trip rate will depend upon the

specific use developed.

5. Consistency with the goals and strategies set forth in the Comprehensive Plan: The goal for College Station's Future Land Use and Character Map is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The subject property and surrounding areas to the north and east are designated as Suburban Commercial. This designation intends to provide for concentrations of commercial activities that cater primarily to nearby residents. The design of these structures must be compatible in size and design with the surrounding single-family residential uses.

An Urban designation may be appropriate for this property as a transitional land use between the established Dove Crossing subdivision, located within walking distance to a school (ILT campus), grocery store (Kroger), medical offices, and employment centers. Any land use change would support more housing diversity in an area that is largely suburban, and it could provide professionals who work in the medical corridor more housing options near their places of employment.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity Aerial and Small Area Maps
3. Applicant Supporting Information
4. Comprehensive Plan Exhibit
5. Comprehensive Plan Amendment Map
6. Ordinance (2)

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 19, 2021
Advertised Council Hearing Date: September 9, 2021

City Council heard this item at their September 9, 2021 meeting, held the Public Hearing, and postponed action on the item to October 28, 2021. The City Council did not open the Public Hearing for the accompanying Rezoning request and postponed the item to October 28, 2021. The Rezoning was re-notified, per requirement of the Texas Local Government Code.

Prior to the September 9, 2021 Public Hearing, the following were notified of the Comprehensive Plan Amendment request:

The Dove Crossing and Bridle Gate HOAs received a courtesy letter of notification

Property owner notices mailed: 49
Contacts in support: One prior to the September 9, 2021 City Council meeting
Contacts in opposition: Six prior to the September 9, 2021 City Council meeting
Inquiry contacts: None prior to the September 9, 2021 City Council meeting

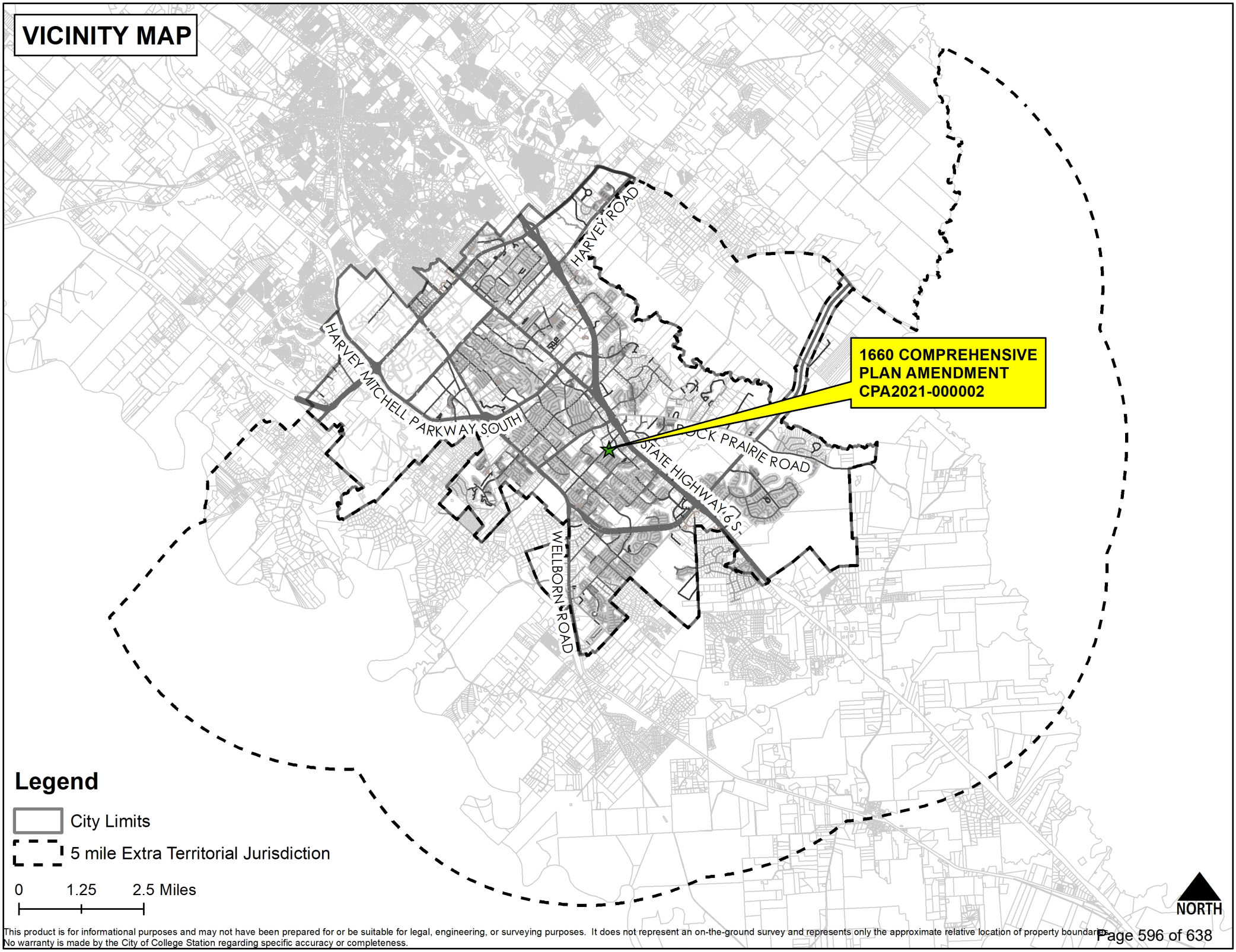
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Graham Rd. (2-Land Major Collector)	N/A	Graham Rd. (2-Land Major Collector)
South	General Suburban	General Suburban	Single-Family Residential
East	Suburban Commercial	Rural	Public Facility (ILT School)
West	General Suburban	General Suburban	Single-Family Residential

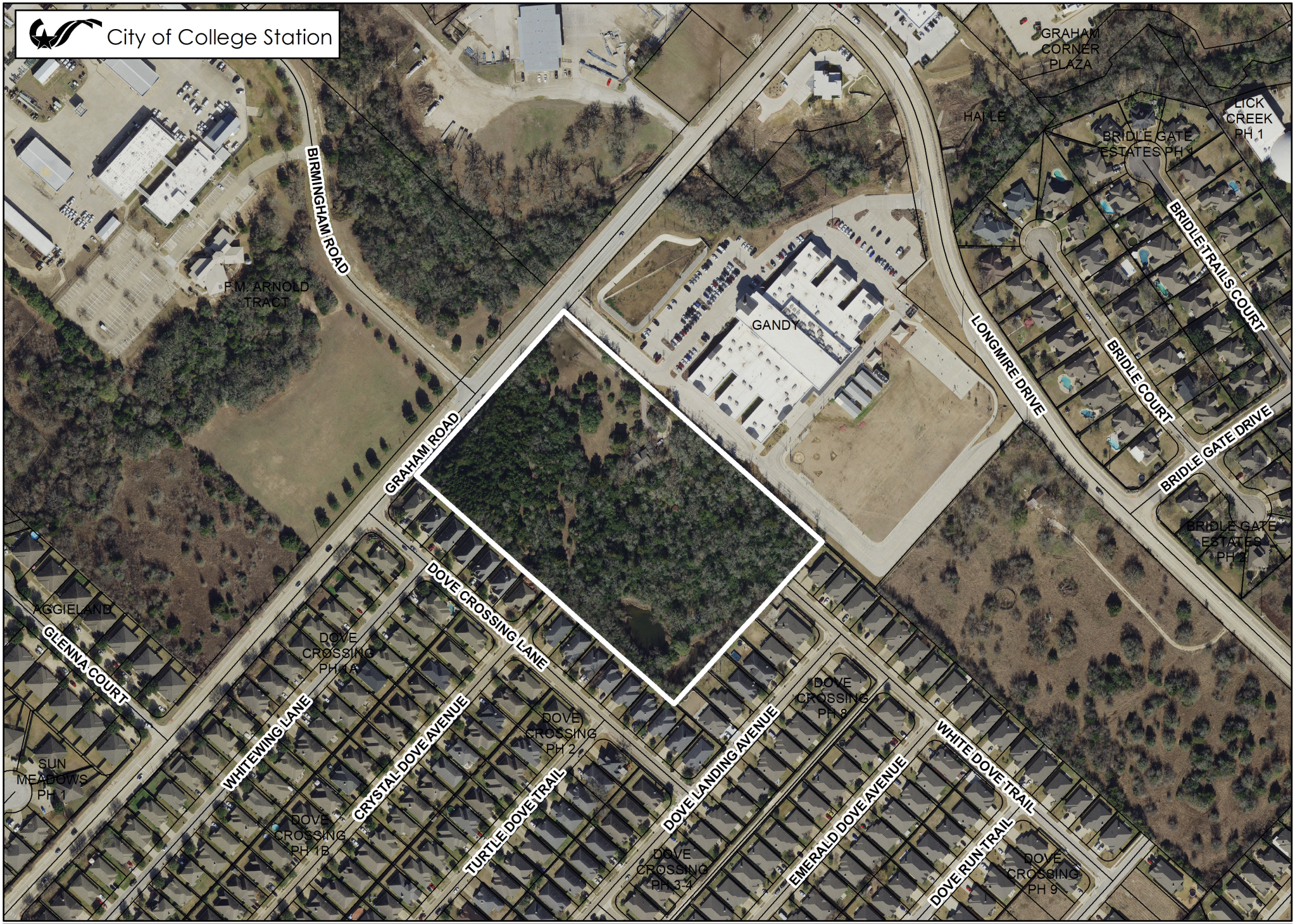
DEVELOPMENT HISTORY

Annexation: 1993
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural in 2013
Final Plat: Unplatted
Site development: Undeveloped

VICINITY MAP



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.



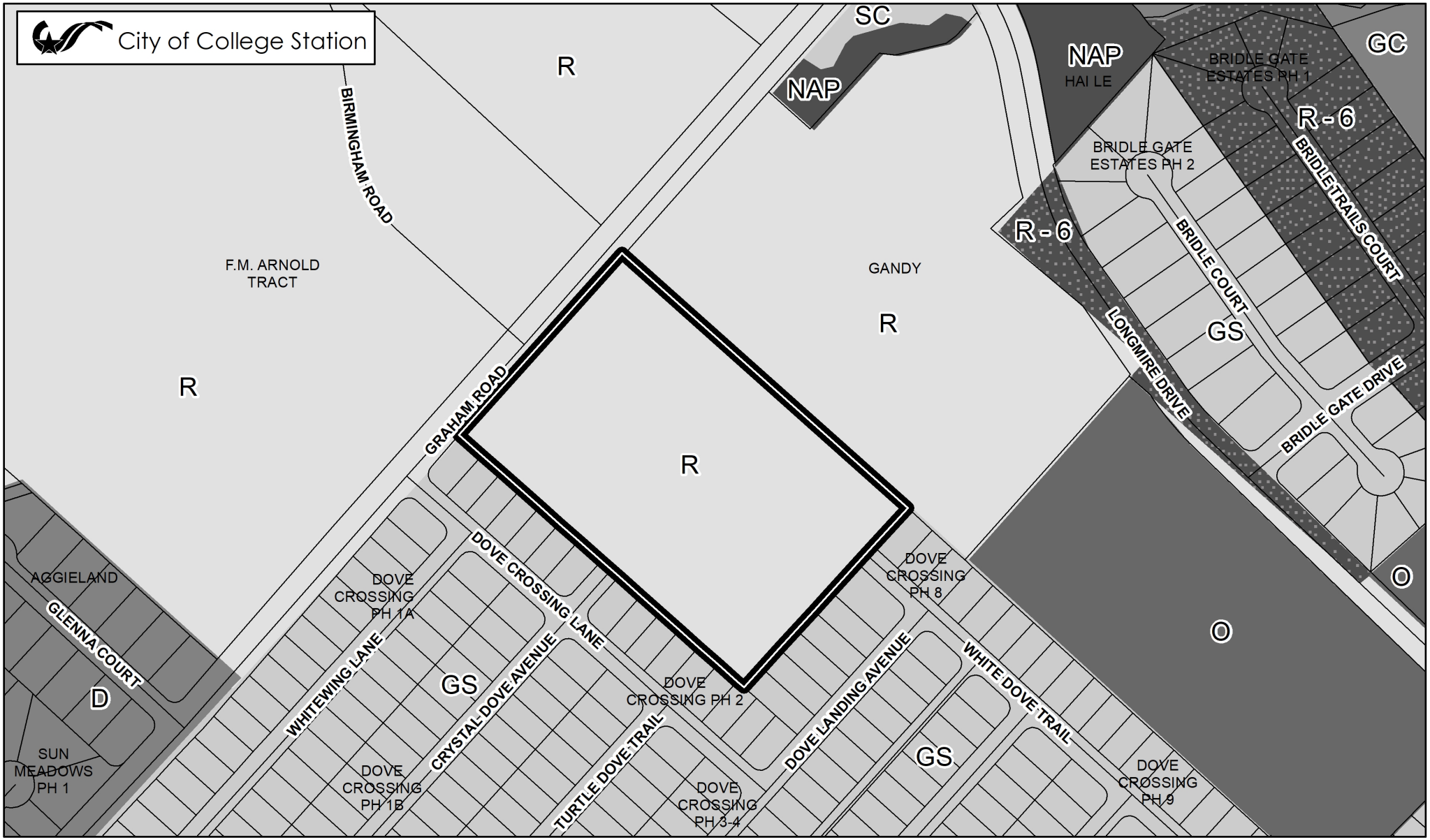
NORTH

0 295 590 Feet

1660 COMPREHENSIVE PLAN AMENDMENT

Case: CPA2021-000002

COMPREHENSIVE PLAN AMENDMENT



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- KO Krenek Tap Ovr.
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

NORTH

0 295 590 Feet

1660 COMPREHENSIVE PLAN AMENDMENT

Case: CPA2021-000002

COMPREHENSIVE PLAN AMENDMENT

COMP PLAN APPLICATION
SUPPORTING INFORMATION

Name of Project: 1660 COMPREHENSIVE PLAN AMENDMENT

Address: 1660 GRAHAM RD

Legal Description: A005401, R STEVENSON (ICL), TRACT 42, 10. ACRES

Total Acreage: 10

Applicant:: MITCHELL & MORGAN

Property Owner: HERRING MARY ELIZABETH

What element of the Comprehensive Plan and at what location is requested to be amended?

Land Use Plan Amendment at 1660 Graham Road

What is the amendment requested?

We request to amend the Land Use Plan from Suburban Commercial to Urban.

What is the reason for the amendment?

As College Station continues to grow, so do housing needs. There is a need to expand the housing market inventory and offer a wider variety of housing. The property owner has made several attempts over the years to pursue single-family development, without success due to the need for higher density on this tract. The City Council recently determined that high-density multi-family was not compatible with the neighboring subdivision. Given the need for more and the desire to produce a development that is most appropriate for the area, we propose townhomes.

How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?

We are requesting the rezoning to allow townhome development on this property. After having been unsuccessful in developing the property for traditional single-family development, the owner has explored other options for residential development. This area of College Station is saturated with Suburban Commercial land uses, but there is a need for a more diverse housing stock. However, in response to the concerns brough forth from the neighborhood at the recent request for multi-family residential, we believe townhomes are a suitable and compatible development for the property that satisfy all concerns and desires for the property.

In recent years, sewer capacity has been a concern for allowing more dense development. The City is currently planning improvements to the area wastewater system which would be able to accommodate medium density residential development. The developer will time the construction of the townhomes, such that when the sewer improvements are complete, the first phase of development will be ready to be occupied. Additionally, increased traffic has been a concern, especially at the Longmire Drive and Graham Road intersection. A traffic light was installed in July 2018 improving the safety and efficiency of traffic at the intersection.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

This property lies between the International Leadership of Texas (IL Texas) school and the Dove Crossing neighborhood. Having townhomes in between the two developments helps transition the land uses from a single-family neighborhood to more intense development. The density we are proposing is less dense than a traditional townhome development allowing it to be more compatible with the adjacent neighborhood. The general area is made up of a diverse mix of uses including single-family residential, medical facilities, general commercial, and a school. Townhomes would contribute to the mix of uses and add to the diverse character of the area, while still being a single-family residential development.

Explain how this change will be consistant with the goals and strategies set forth in the Comprehensive Plan.

This property lies between the International Leadership of Texas (IL Texas) school and the Dove Crossing neighborhood. Having townhomes in between the two developments helps transition the land uses from a single-family neighborhood to more intense development. The density we are proposing is less dense than a traditional townhome development allowing it to be more compatible with the adjacent neighborhood. The general area is made up of a diverse mix of uses including single-family residential, medical facilities, general commercial, and a school. Townhomes would contribute to the mix of uses and add to the diverse character of the area, while still being a single-family residential development.

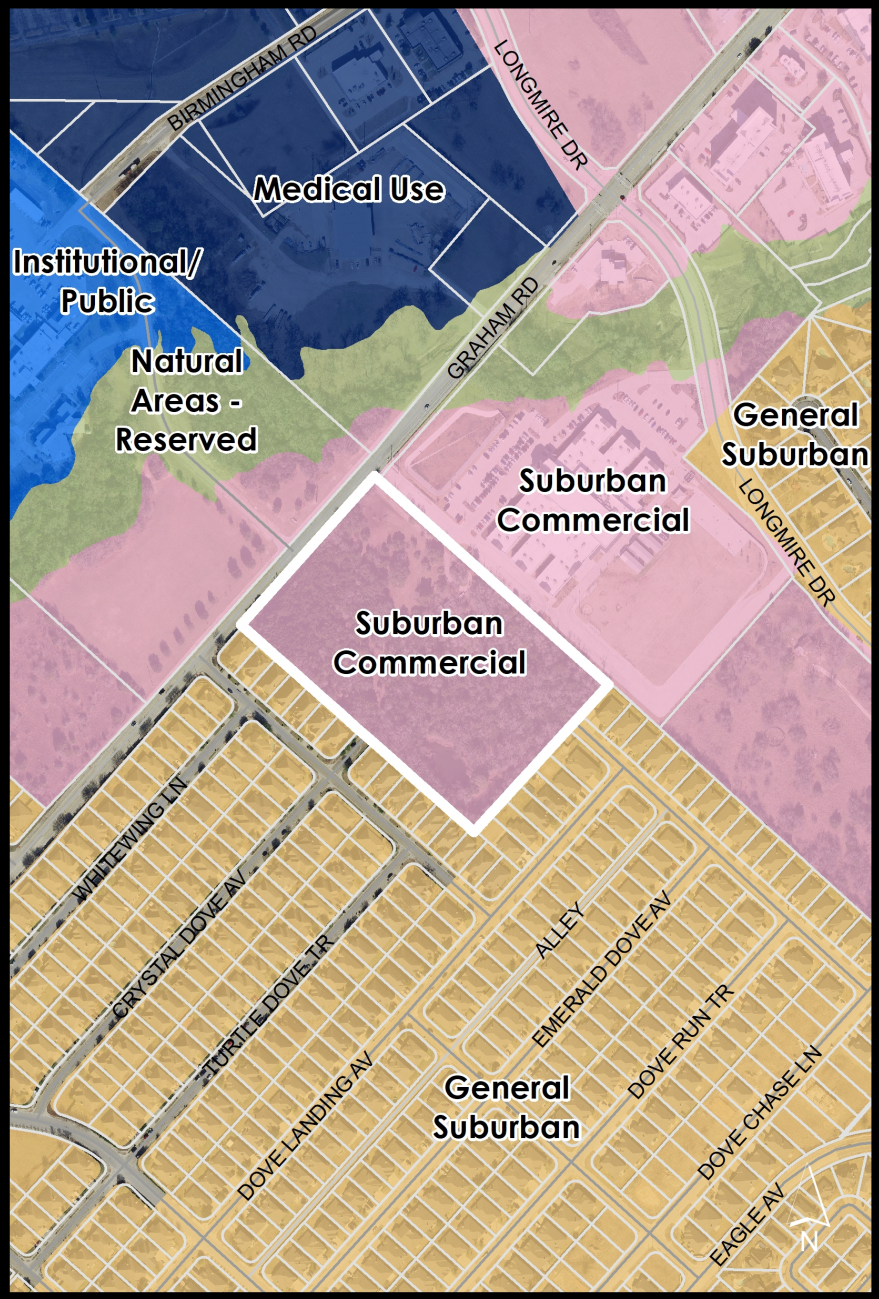
List any other reasons to support this zone change.

N/A

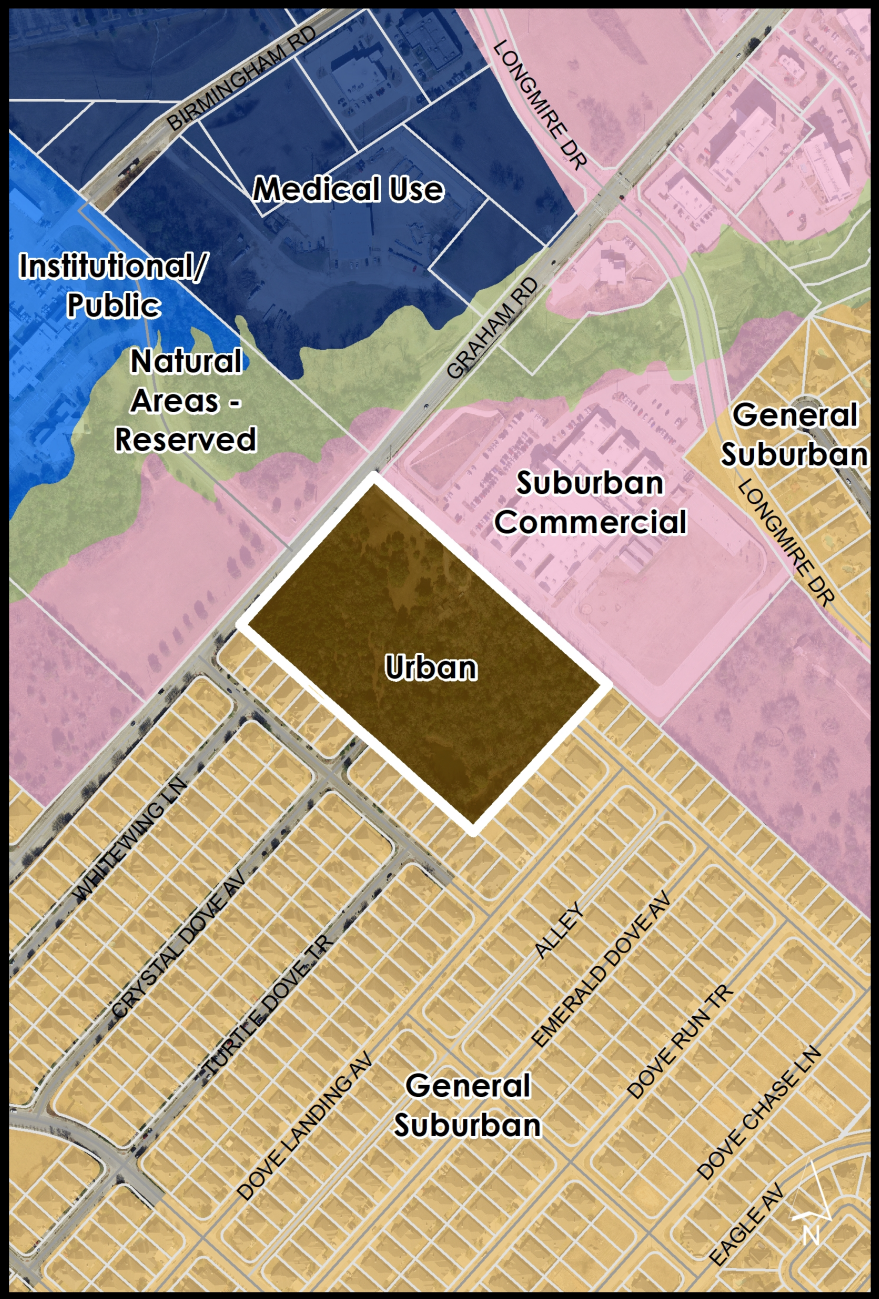
List any other additional properties.

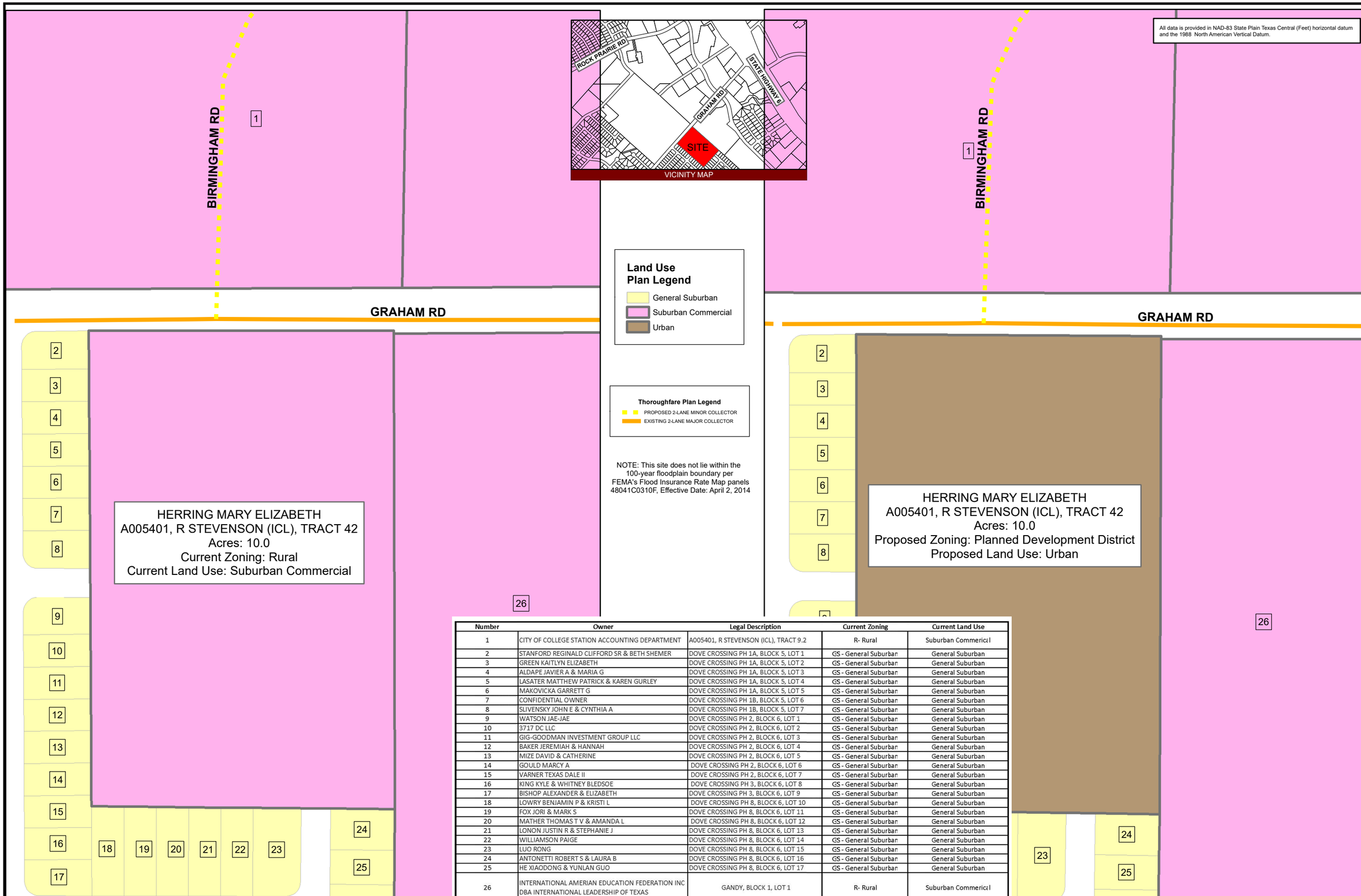
N/A

EXISTING
Future Land Use



PROPOSED
Future Land Use





Number	Owner	Legal Description	Current Zoning	Current Land Use
1	CITY OF COLLEGE STATION ACCOUNTING DEPARTMENT	A005401, R STEVENSON (ICL), TRACT 9.2	R- Rural	Suburban Commercial
2	STANFORD REGINALD CLIFFORD SR & BETH SHEMER	DOVE CROSSING PH 1A, BLOCK 5, LOT 1	GS - General Suburban	General Suburban
3	GREEN KAITLYN ELIZABETH	DOVE CROSSING PH 1A, BLOCK 5, LOT 2	GS - General Suburban	General Suburban
4	ALDAPE JAVIER A & MARIA G	DOVE CROSSING PH 1A, BLOCK 5, LOT 3	GS - General Suburban	General Suburban
5	LASATER MATTHEW PATRICK & KAREN GURLEY	DOVE CROSSING PH 1A, BLOCK 5, LOT 4	GS - General Suburban	General Suburban
6	MAKOVICKA GARRETT G	DOVE CROSSING PH 1A, BLOCK 5, LOT 5	GS - General Suburban	General Suburban
7	CONFIDENTIAL OWNER	DOVE CROSSING PH 1B, BLOCK 5, LOT 6	GS - General Suburban	General Suburban
8	SLIVENSKY JOHN E & CYNTHIA A	DOVE CROSSING PH 1B, BLOCK 5, LOT 7	GS - General Suburban	General Suburban
9	WATSON JAE-JAE	DOVE CROSSING PH 2, BLOCK 6, LOT 1	GS - General Suburban	General Suburban
10	3717 DC LLC	DOVE CROSSING PH 2, BLOCK 6, LOT 2	GS - General Suburban	General Suburban
11	GIG-GOODMAN INVESTMENT GROUP LLC	DOVE CROSSING PH 2, BLOCK 6, LOT 3	GS - General Suburban	General Suburban
12	BAKER JEREMIAH & HANNAH	DOVE CROSSING PH 2, BLOCK 6, LOT 4	GS - General Suburban	General Suburban
13	MIZE DAVID & CATHERINE	DOVE CROSSING PH 2, BLOCK 6, LOT 5	GS - General Suburban	General Suburban
14	GOULD MARCY A	DOVE CROSSING PH 2, BLOCK 6, LOT 6	GS - General Suburban	General Suburban
15	VARNER TEXAS DALE II	DOVE CROSSING PH 2, BLOCK 6, LOT 7	GS - General Suburban	General Suburban
16	KING KYLE & WHITNEY BLEDSOE	DOVE CROSSING PH 3, BLOCK 6, LOT 8	GS - General Suburban	General Suburban
17	BISHOP ALEXANDER & ELIZABETH	DOVE CROSSING PH 3, BLOCK 6, LOT 9	GS - General Suburban	General Suburban
18	LOWRY BENJAMIN P & KRISTI L	DOVE CROSSING PH 8, BLOCK 6, LOT 10	GS - General Suburban	General Suburban
19	FOX JORI & MARK S	DOVE CROSSING PH 8, BLOCK 6, LOT 11	GS - General Suburban	General Suburban
20	MATHER THOMAS T V & AMANDA L	DOVE CROSSING PH 8, BLOCK 6, LOT 12	GS - General Suburban	General Suburban
21	LONON JUSTIN R & STEPHANIE J	DOVE CROSSING PH 8, BLOCK 6, LOT 13	GS - General Suburban	General Suburban
22	WILLIAMSON PAIGE	DOVE CROSSING PH 8, BLOCK 6, LOT 14	GS - General Suburban	General Suburban
23	LUO RONG	DOVE CROSSING PH 8, BLOCK 6, LOT 15	GS - General Suburban	General Suburban
24	ANTONETTI ROBERT S & LAURA B	DOVE CROSSING PH 8, BLOCK 6, LOT 16	GS - General Suburban	General Suburban
25	HE XIAODONG & YUNLAN GUO	DOVE CROSSING PH 8, BLOCK 6, LOT 17	GS - General Suburban	General Suburban
26	INTERNATIONAL AMERIAN EDUCATION FEDERATION INC DBA INTERNATIONAL LEADERSHIP OF TEXAS	GANDY, BLOCK 1, LOT 1	R- Rural	Suburban Commercial

MITCHELL M&M MORGAN

T. 979.260.6963
F. 979.260.3564

3204 Earl Rudder FWY S
College Station, TX 77845

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Land Use Plan Amendment Map

1660 Graham Road

June 2021

Ex. B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM SUBURBAN COMMERCIAL TO URBAN FOR APPROXIMATLEY 10 ACRES GENERALLY LOCATED AT 1660 GRAHAM ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the "Comprehensive Plan of the City of College Station" is hereby amended by adding new Subsections "C.2.qq." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; and by amending the "Comprehensive Plan Future Land Use and Character Map," as set out in Exhibit "B" attached hereto and made a part hereof for the identified area.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

PART 3: As of November 8, 2021, the effective date of the 10-Year Update to the Comprehensive Plan (Ordinance No. _____), this property shall be designated on the Future Land Use and Character Map as Mixed Residential.

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

PASSED, ADOPTED and APPROVED this 28th day of October, 2021.

ATTEST: APPROVED:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

EXHIBIT A

That Ordinance No. ____ adopting the "Comprehensive Plan of the City of College Station" as amended, is hereby amended by adding new subsections "C.2.qq." to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

"EXHIBIT 'A'

A. Comprehensive Plan

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Introduction;
2. Community Character;
3. Neighborhood Integrity;
4. Economic Development;
5. Parks, Greenways & the Arts;
6. Transportation;
7. Municipal Services & Community Facilities;
8. Growth Management and Capacity; and
9. Implementation and Administration.

B. Master Plans

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
6. Central College Station Neighborhood Plan dated June 2010;
7. Eastgate Neighborhood Plan dated June 2011;
8. Parks, Recreation and Open Spaces Master Plan dated July 2011;
9. Southside Area Neighborhood Plan dated August 2012;
10. Medical District Master Plan dated October 2012;
11. Wellborn Community Plan dated April 2013;
12. Economic Development Master Plan dated May 2020;
13. South Knoll Area Neighborhood Plan dated September 2013;
14. The Water System Master Plan dated April 2017; and
15. The Wastewater System Master Plan dated April 2017.

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. Chapter 2 "Community Character," "Growth Areas" by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
    b. Chapter 6 "Transportation" by amending the text regarding Complete Streets, Context Sensitive Solutions, Minimum Length and Additional Right-of-Way for Turn Lanes at Intersections, and Right-of-Way for Utilities – Ordinance 3729, dated December 10, 2015.
    c. Chapter 2 "Community Character," Chapter 3 "Neighborhood Integrity," Chapter 4 "Economic Development," Chapter 5 "Parks, Greenways, and the Arts," and Chapter 7 "Municipal Services and Community Facilities" by amending the text based on the recommendation of the Comprehensive Plan Five-Year Evaluation & Appraisal Report – Ordinance 3730 dated December 10, 2015.
    d. Chapter 8 "Growth Management & Capacity" by amending the text based on recommendations from the Annexation Task Force – Ordinance 3766, dated April 28, 2016.
    e. Chapter 1, Section 10; Chapter 5, Section 1; Chapter 5, Section 4; Chapter 8, Section 17; and Chapter 9, Section 3; by amending the text – Ordinance 3951, dated October 12, 2017.

2. Future Land Use and Character Map Amendment:
    a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
    b. Richards Subdivision – Ordinance 3376, dated October 2011.
    c. Earl Rudder Freeway at University Oaks – Ordinance 3465, dated November 19, 2012
    d. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
    e. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
    f. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
    g. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
    h. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
    i. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
    j. 4201 Rock Prairie Road – Ordinance 3670, dated July 9, 2015.
    k. The approximately 40 acres of land generally located east of FM 2154 (aka Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (aka William D. Fitch Parkway), and north of Westminster Subdivision – Ordinance 3731, dated December 10, 2015.
    l. The approximately 120 acres of land generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community – Ordinance 3732, dated December 10, 2015.
    m. The approximately 900 acres of land generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road – Ordinance 3733, dated December 10, 2015.

n. The approximately 17.788 acres of land generally located at the corner of Turkey Creek Road and Raymond Stotzer Parkway frontage road.– Ordinance 3752, dated March 10, 2016.
o. The approximately 9 acres of land generally located north of the Crossroad Woods Subdivision near the intersection of Wellborn Road (FM 2154) and Greens Prairie Trail – Ordinance 3779, dated June 9, 2016
p. The approximately 16 acres located at 8607 Rock Prairie Road, generally located at the north of Rock Prairie Road and west of William D. Fitch Parkway – Ordinance 3794, dated August 11, 2016.
q. The approximately 14.25 acres of land located at 2501 Earl Rudder Freeway South, generally located north of North Forest Parkway and south of Raintree Drive, along the east side of Earl Rudder Freeway South – Ordinance 3799, dated August 25, 2016.
r. The approximately 7 acres of land located along the south side of State Highway 30, south of Veterans Memorial Park – Ordinance 3828, dated October 27, 2016.
s. The approximately 58 acres of land generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension –Ordinance 3830, dated October 27, 2016.
t. The approximately 2 acres of land generally located on Corsair Circle north of Pavilion Avenue – Ordinance 3846, dated December 8, 2016.
u. The approximately 18 acres of land generally located at the southeast corner of Sebesta Road and Earl Rudder Freeway frontage road – Ordinance 3848, dated December 8, 2016.
v. The approximately 6 acres of land being situated in the Pooh's Park Subdivision, Block 1, Lots 6-14 recorded in Volume 314, Page 618 of the deed records of Brazos County, Texas, located at 204, 206, 208, 210, 212, 214, 216, 218, and 220 Holleman Drive east, more generally southwest of the intersection of Holleman Drive East and Lassie Lane by – Ordinance 3850, dated January 12, 2017.
w. The approximately 6.3 acres of land generally located northeast intersection of Copperfield Parkway and Crescent Pointe Parkway - Ordinance 3859, dated February 9, 2017.
x. The approximately 11.3 acres of land generally located at the southeast intersection of Earl Rudder Freeway South and Emerald Parkway – Ordinance 3875, dated April 27, 2017.
y. The approximately 232 acres of land generally located south of Rock Prairie Road - Ordinance 3877, dated April 27, 2017.
z. The approximately 5.96 acres of land generally located in the northeast corner of Associates Avenue and Harvey Road intersection. – Ordinance 3879, dated April 27, 2017.
aa. The approximately 4.74 acres of land generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway – Ordinance 3882, dated May 11, 2017.
bb. The approximately 3.2 acres of land generally located east of Copperfield Parkway and south of Harvey Road. – Ordinance 3884, dated May 11, 2017.

cc. The approximately 3.34 acres of land generally located north of Raintree Drive along Earl Rudder Freeway South – Ordinance 3901, dated July 27, 2017.

dd. The approximately 12.5 acres generally located west of Earl Rudder Freeway South along Harvey Mitchell Parkway – Ordinance 3903, dated July 27, 2017.

ee. Approximately 100 acres located along the east side of State Highway 6, south of The Business Park at College Station and north of the Texas World Speedway property- Ordinance 3906, dated July 27, 2017.

ff. Approximately 1.7 acres of land being generally located at 12055 FM 2154 - Ordinance 3921, dated August 24, 2017.

gg. Approximately 11 acres of land being generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway – Ordinance 3965, dated December 14, 2017.

hh. Approximately 29 acres of land being generally located at the west intersection of William D Fitch Parkway and Rock Prairie Road – Ordinance 3989, dated February 22, 2018.

ii. Approximately 11.1 acres of land being generally located on the west side of Turkey Creek Road, approximately 500 feet south of HSC Parkway- Ordinance 4036, dated August 23, 2018.

jj. Approximately 7.37 acres of land being generally located on the west side of FM2154, approximately 500 feet south of Barron Cut-Off Road – Ordinance 4066, dated January 10, 2019.

kk. Approximately 13 acres of land being generally located at 1402 and 1404 Bird Pond Road – Ordinance 4090, dated April 25, 2019.

ll. Approximately 1.3 acres of land being generally located generally located southwest of the intersection of Greens Prairie Road West and White's Creek Lane – Ordinance 4103, dated June 27, 2019.

mm. Approximately 8.7 acres of land generally located at 2709 Texas Avenue South – Ordinance 4121, dated September 12, 2019.

nn. Approximately 1.3 acres of land generally located at 3030 University Drive East – Ordinance 4122, dated September 12, 2019.

oo. Approximately 2.3 acres of land generally located on the south side of Harvey Mitchell Parkway South, approximately 80 feet east of the intersection with Dartmouth Street- Ordinance 4137, dated November 14, 2019.

pp. Approximately 1.8 acres of land generally located at 12925 & 12965 FM 2154, - Ordinance 4145, dated December 10, 2019.

qq. Approximately 10 acres of land generally located at 1660 Graham Road - This Ordinance, dated October 28, 2021.

3. Concept Map Amendment:
   a. Growth Area IV – Ordinance 3376, dated October 2011.
   b. Growth Area V – Ordinance 3376, dated October 2011.

4. Thoroughfare Map Amendment:
    a. Raintree Drive – Ordinance 3375, dated October 2011.
    b. Birkdale Drive – Ordinance 3375, dated October 2011.
    c. Corsair Circle – Ordinance 3375, dated October 2011.
    d. Deacon Drive – Ordinance 3375, dated October 2011.
    e. Dartmouth Drive – Ordinance 3375, dated October 2011.
    f. Farm to Market 60 – Ordinance 3375, dated October 2011.
    g. Southwest Parkway – Ordinance 3375, dated October 2011.
    h. Cain Road extension –Ordinance 3639, dated February 26, 2015.
    i. Update to Chapter 6 Maps- Ordinance 3729, dated December 10, 2015.
    j. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
    k. Pavilion Avenue extension --Ordinance 3885, dated May 11, 2017.
    l. Future Minor Collector realigned to Harpers Ferry Road along Arrington Road – Ordinance 3949, dated October 12, 2017.
    m. 2017 Thoroughfare Plan update to Map 6.6 – Ordinance 3962, dated November 20, 2017.
    n. Thousand Oaks Ranch area- Ordinance 4174, dated May 14, 2020.

5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
    a. Cain Road extension – Ordinance 3639, dated February 26, 2015
    b. Update to Maps 5.4 and 5.5-- Ordinance 3729, dated December 10, 2015.
    c. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
    d. Update to Maps 5.4 and 5.5 – Ordinance 3877, dated April 27, 2017.
    e. 2017 Thoroughfare Plan update to Maps 5.4 and 5.5 – Ordinance 3962, dated November 20, 2017.
    f. 2018 Bicycle, Pedestrian, and Greenways Master Plan Update to Maps 5.4, 5.5, 7.1, 7.2, 7.3, and 7.4 –Ordinance 4009, dated May 14, 2018.

6. Parks and Recreation Master Plan Amendment:
    a. Update to Map B/College Station Neighborhood Park Zone, to Map C/College Station Community Park Zone Map and to the text of Section 2 "Current Conditions and Trends," subsection "Park Land," paragraph five relating to said maps- Ordinance 3951, dated October 12, 2017.

7. Community and Neighborhood Plan Amendment:
    a. Eastgate Neighborhood Plan, Chapter 1 - Community Character, "Site Development Area 1 – Lincoln Avenue" – Ordinance 3956, dated November 9, 2017.

D. General
1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid

such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction ("ETJ"). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.

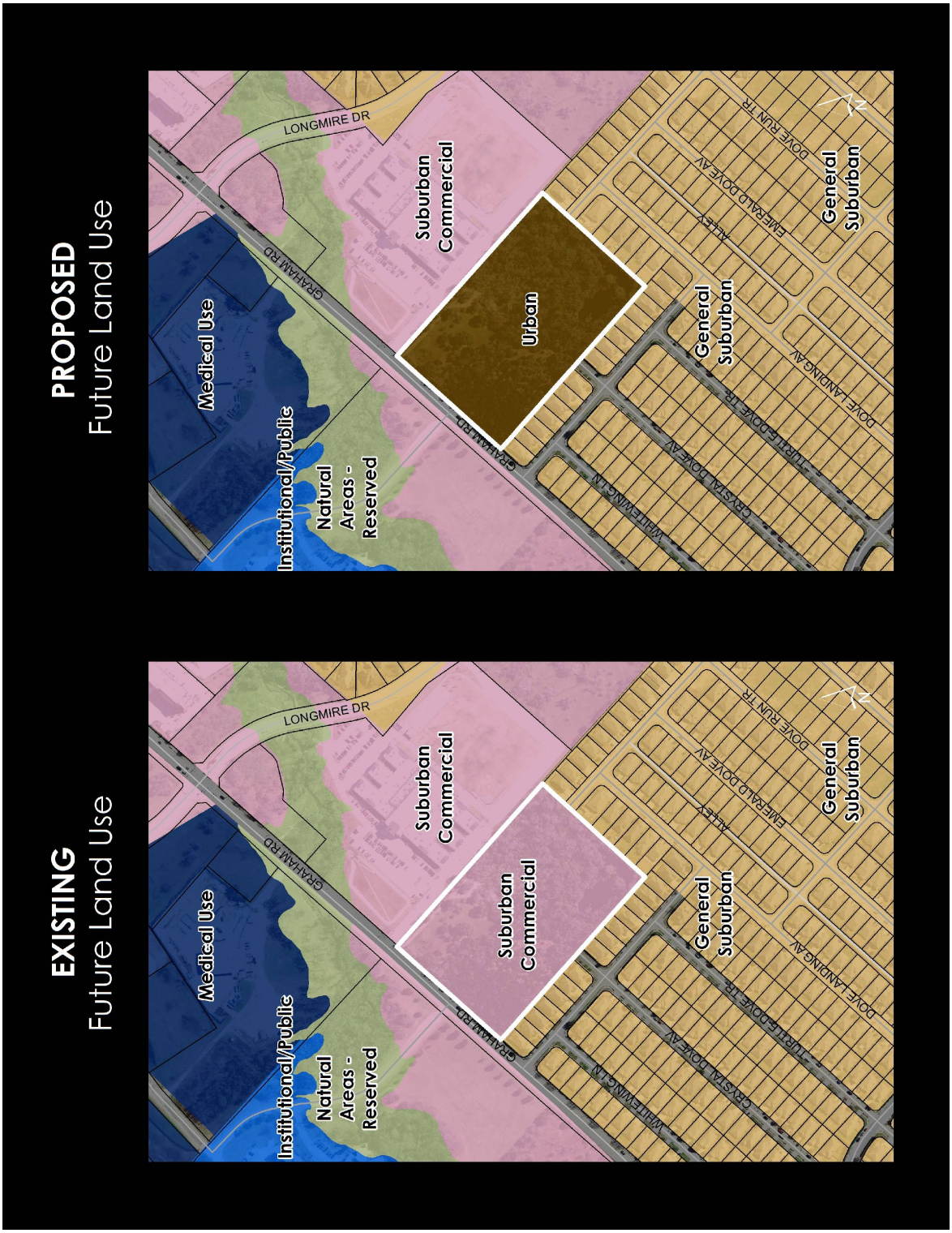
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.

4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.

5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended."

EXHIBIT B

That the "Comprehensive Plan of the City of College Station" is hereby amended by amending a portion of the map titled "Map 2.2-Future Land Use & Character" of Chapter 2 – Community Character" from Suburban Commercial to Urban shown as follows:



October 28, 2021
Item No. 9.6.
Rezoning – 1660 Graham Road

Sponsor: Alyssa Halle-Schramm, Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural to PDD Planned Development District on approximately 10 acres of land generally located at 1660 Graham Road.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their August 19, 2021, meeting where they voted unanimously to recommend approval. Staff also recommends approval of the rezoning.

Summary: This request is to rezone approximately 10 acres of land adjacent to the Dove Crossing subdivision and located near the intersection of Graham Road and Longmire Drive from R Rural to PDD Planned Development District with a base zoning district of T Townhouse.

In February 2021, City Council denied a Comprehensive Plan Amendment request for Urban on the same parcel, as the former developer – at the time – intended to develop a multi-family product.

This request for a PDD Planned Development District with a T Townhouse base allows for a transitional single-family residential use between the Dove Crossing Subdivision and the ILT charter school campus. The request is paired with a Comprehensive Plan Amendment request.

The City Council heard the Comprehensive Plan Amendment request at their September 9, 2021, meeting, held the public hearing, and postponed action on the item to October 28, 2021. The Council also postponed action on this rezoning request to the October 28, 2021, meeting, prior to holding the public hearing for the item. The Council requested that the developer host another neighborhood meeting to gather additional feedback from the Dove Crossing and Bridlegate residents. The developer has complied with this request and in total hosted two neighborhood meetings – on August 2 and October 4, 2021 – to gather feedback. Both meetings generated productive conversation regarding resident concerns about traffic, noise, light, height of the structures, and building materials. Revisions to the PDD, including the Concept Plan and meritorious modifications, includes the developer's response to that feedback. There are three changes of note since the September 9, 2021 Council meeting. First, the developer has proposed a change in maximum building height, from the previously offered 25-feet reduced to 22-feet. Secondly, the reduced rear setback (15-feet instead of 20-feet) will only apply to Blocks 1-6, as depicted on the associated Concept Plan. Blocks 7 & 8 will maintain the standard 20-foot rear setback. Third, the developer has committed to planting one 65-gallon canopy tree in the rear yard of each lot in Blocks 7 & 8.

REZONING REVIEW CRITERIA

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

The subject property is currently designated as Suburban Commercial on the Comprehensive Plan Future Land Use and Character Map. This request to rezone the property accompanies a request to change the land use designation to Urban. The Urban land use designation is intended for areas that should have a more intense level of development activity typically consisting of townhomes, duplexes, and high-density multi-family. The property is currently zoned R Rural, a zoning district for large lot single-family and agricultural uses. The proposed zoning permits attached low to medium density single-family townhomes, allowing the property to be developed consistent with the Comprehensive Plan assuming the associated Comprehensive Plan Amendment is approved.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The proposed zoning allows for medium density single-family residential uses, which is compatible with the existing uses in the surrounding area. Given the property's close proximity to multiple single-family neighborhoods, and if the property is redesignated as Urban, a PDD which allows for a townhouse development will support the planned growth in the area. The continuation of single-family is compatible with the nearby single-family neighborhoods and supports the nearby commercial and medical office uses. The intent of the rezoning is to provide a unique townhouse development that is complimentary but separate from the Dove Crossing subdivision.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The property has over 530 feet of frontage and takes access to Graham Road, which is an existing Major Collector. The proposed PDD is suitable for the higher densities and more intense land uses that a major collector can support. It is the applicant's intent to create a unique, single-family, individually-owned, townhouse product. The subject property is not in the FEMA floodplain. The subject property is physically suitable for the proposed zoning district.

4. Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:
This property was assumed as a Suburban Commercial land use within the City's currently adopted Water and Wastewater Master Plans. The applicant provided City staff with anticipated demands for the proposed Urban Future Land Use. These demands were loaded into the City's water and wastewater models to determine if adequate capacity exists for the proposed higher density land use type.

The results of the water distribution model scenario indicate that adequate domestic water capacity is available. However, the wastewater collection system model output demonstrated capacity concerns. Analysis shows significant downstream sanitary sewer system improvements would be required at the developer's expense and would include upgrades to an existing lift station, as well as the upsizing of approximately 3,250 LF of sanitary sewer mains.

However, there is an approved capital project that is expected to be completed within the next three to four years that will provide the necessary capacity for this higher density land use type. The completion of this City funded CIP would eliminate the need for a developer to provide the currently identified downstream improvements. The applicant has also proposed that the development would be phased to account for sewer capacity issues as needed and if applicable.

Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

A traffic impact analysis (TIA) is not required for a rezoning using T Townhouse as a base zoning – as it does not exceed 150 trips in the peak hour. Both Graham Road and nearby Longmire Drive are constructed to their full cross sections as 2-lane Major Collectors per the City's Thoroughfare Plan. The subject property also has two public streets projected to the subject property; Crystal Dove Avenue to the west and White Dove Trail to the south.

The proposed request could create a more intense land use that generates additional traffic in an area that has experienced traffic issues during drop-off and pick-up times of the adjacent ILT school campus to the east. It is not uncommon, however, for queueing issues to exist around school sites during these times. Both Graham Road and Longmire Drive are designated and constructed to their Major Collector cross sections and a traffic signal was installed at their intersection by ILT. Based on the trip rate table provided in the UDO, future townhouse development could generate less trips per acre than the adjacent General Suburban uses (7.28 trips per acre vs. 8 trips per acre). It has the potential to generate fewer trips per acre than a Suburban Commercial zoning, which could have 40 trips per acre though there is much variability in commercial trip generation depending upon the end use. These rates are based on national averages and the actual resulting trip rate will depend upon the specific use developed.

5. The marketability of the property:
A 10-acre Rural property in central College Station is not marketable for the permitted agricultural uses. However, a rezoning request for a townhouse product that is sensitive to the surrounding established homes and charter school site is more marketable than the present zoning. This is anticipated to increase the marketability of the property.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

Modifications Requested: At the time of development, the property will meet all the applicable requirements of the Unified Development Ordinance (UDO) for the T Townhouse zoning district with the following modifications:

- Section 5.2 Residential Dimensional Standards
  - Reduced 15-foot rear setback in lieu of the required 20-foot rear setback for Blocks 1-6, as shown on the Concept Plan
  - Standard 20-foot rear setback for Blocks 7-8, as shown on the Concept Plan

- Section 8.3.E.2 Relation to Adjoining Street System:
  - Provide gated emergency-only access at White Dove Trail and Crystal Dove Avenue in lieu of a public street.

- Section 8.3.H.1.h Lots:
  - Provide access via private access easement in lieu of frontage to a public street.

- Section 8.3.H.1.h Lots:
  - Lots with frontage to Graham Road are not required to have access provided by a rear alley. Instead, all lots will have access to a private access easement.

Community Benefits: The applicant offers the following as community benefits:

- A maximum of 11 dwelling units per acre
- 5-foot landscaped buffer along shared property lines adjacent to Dove Crossing
- One 65-gallon canopy tree planted in the rear yard of each lot in Blocks 7 & 8
- A maximum building height of 22 feet, measured at the eave.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Aerial and Small Area Maps
3. Background Information
4. Rezoning Map
5. Rezoning Exhibit
6. Applicant Supporting Information
7. Concept Plan
8. Bulk Variances Letter

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO PDD PLANNED DEVELOPMENT DISTRICT ON APPROXIMATELY TEN ACRES OF LAND LOCATED AT 1660 GRAHAM ROAD AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D"** attached hereto and made a part of this Ordinance for all purposes.

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

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED, ADOPTED, and APPROVED this 28th day of October, 2021.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to PDD Planned Development District:

METES AND BOUNDS DESCRIPTION

Being a tract of land containing 10.02 acres in the Robert Stevenson League, A-54, Brazos County, Texas, being the same tract as recorded in Vol. 16552, Page 157, of the Brazos County Official Records (B.C.O.R.). All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary referenced to 1/2" iron rods found and as referred to in the previously recorded deed, and as surveyed on the ground on June 25th of 2021. This description is also referred to the plat prepared by ATM Surveying, Project No. 2021-0393, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap marked "RPLS 4961 – STRONG" found for a point in the southwest line of this tract, also being the north corner of Lot 1 Block 5 of the Dove Crossing Subdivision Phase 1A, as plat recorded in Vol. 7302, Page 219 of the B.C.O.R., also being a point in the southeast right-of-way line of Graham Road (70' R.O.W.);

THENCE North 48°29'35" West, a distance of 21.36 feet across said Graham Road to a calculated west corner of this tract, in the centerline of said road;

THENCE North 41°30'25" East, a distance of 521.70 feet to along the common line between this tract and the centerline of said Graham Road to a calculated north corner of this tract;

THENCE South 48°28'39" East, a distance of 27.25 feet across said Graham Road to a 1/2" iron rod with red plastic cap found busted for a point in the northeast line of this tract, also being the west corner of the International American Education Federation Inc. called Lot 1 Block 1 called 14.38 acres of Gandy Subdivision, as plat recorded in Vol. 15070, Page 74 of the B.C.O.R.;

THENCE South 48°18'46" East, a distance of 814.85 feet along the common line between this tract and said Lot 1 Block 1 of the said Gandy Subdivision to a 1/2" iron rod with yellow plastic cap marked "RPLS 5743" found for the east corner of this tract, also being the north corner of Lot 16 Block 6 of Dove Crossing Subdivision Phase 8, as plat recorded in Vol. 8605, Page 224 of the B.C.O.R.;

THENCE South 42°18'41" West, a distance of 519.18 feet along the common line between this tract and said Lot 16, and then along White Dove Trail (50' R.O.W.), and then along Lots 10-15 Block 6 of the said Dove Crossing Subdivision Phase 8 to a 1/2" iron rod with yellow plastic cap marked "RPLS 5743" found for the south corner of this tract, also being a point in the northeast line of Lot 7 Block 6 of Dove Crossing Subdivision Phase 2, as plat recorded in Vol. 7302, Page 219 of the B.C.O.R.;

THENCE North 48°28'13" West, a distance of 357.52 feet along the common line between this tract and Lots 1-7 Block 6 of the said Dove Crossing Subdivision Phase 2 to a 1/2" iron rod with yellow plastic cap marked "RPLS 4961 – STRONG" found for a point in the southwest line of this tract, also being the east corner of Crystal Dove Avenue (50' R.O.W.);

THENCE North 48°30'40" West, a distance of 455.92 feet along the common line between this tract and said Crystal Dove Avenue, and then along Lots 6-7 Block 5 of Dove Crossing Subdivision Phase 1B, as plat recorded in Vol. 7050, Page 276 of the B.C.O.R., and then along Lots 1-5 Block 5 of the said Dove Crossing Subdivision Phase 1A to the **PLACE OF BEGINNING** containing 10.02 acres, from which 0.2911 acres lies within the right-of-way.

STATE OF TEXAS
REGISTERED
ADAM C. WALLACE
6132
PROFESSIONAL
LAND SURVEYOR

Adam Wallace
Texas Registered Professional Land Surveyor No. 6132 - FIRM #101784-00
21-0393-Graham-1660-LEGAL—6/25/2021

Exhibit B

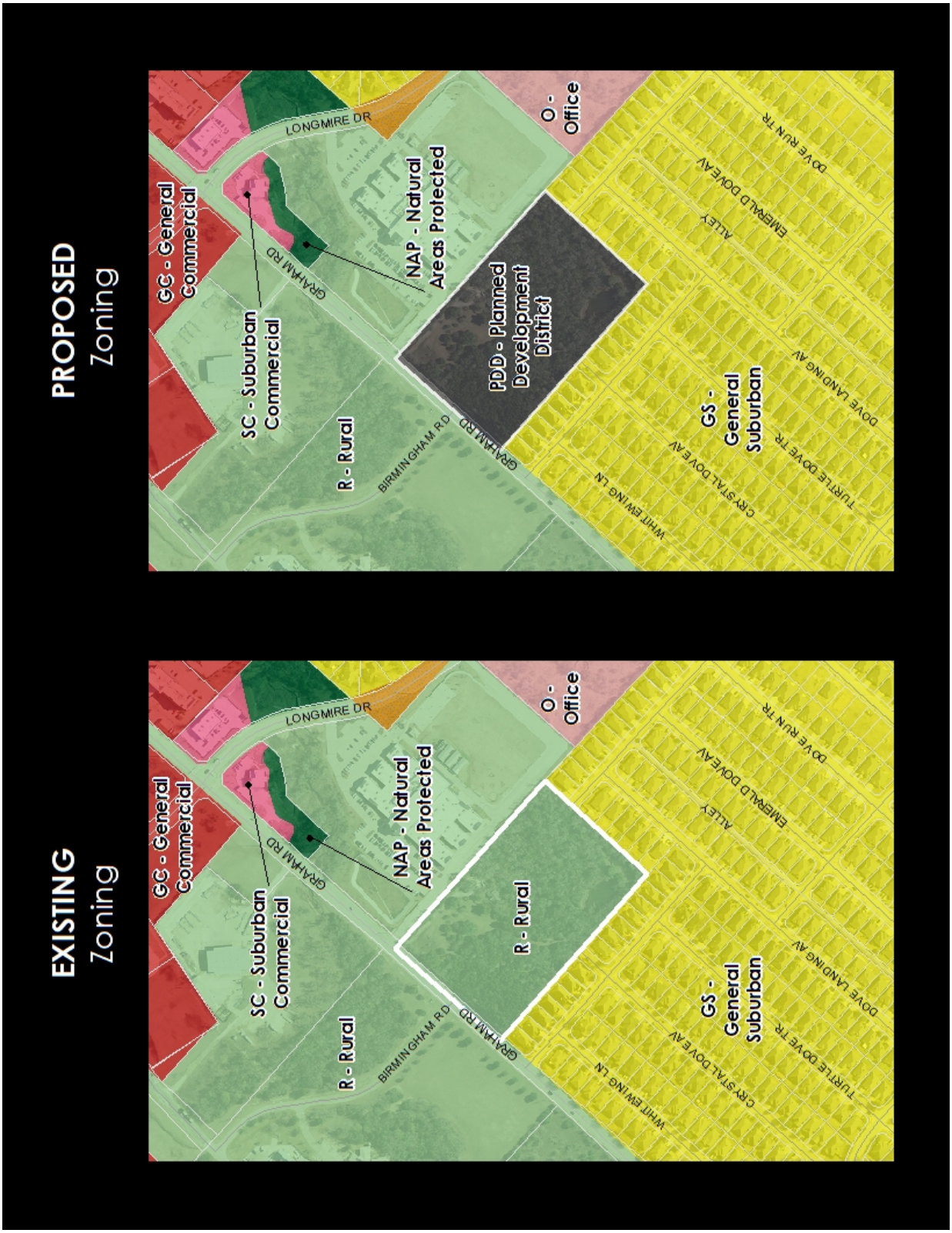

EXISTING
Zoning
GC - General Commercial
SC - Suburban Commercial
R - Rural
NAP - Natural Areas Protected
LONGMIRE DR
GRAHAM RD
BIRMINGHAM RD
R - Rural
O - Office
GS - General Suburban
WHITEWING LN
CRYSTAL DOVE AV
TURTLE DOVE TR
DOVE LANDING AV
ALLEY
EMERALD DOVE AV
DOVE RUN TR
PROPOSED
Zoning
GC - General Commercial
SC - Suburban Commercial
NAP - Natural Areas Protected
PDD - Planned Development District
O - Office
GS - General Suburban

Exhibit C

The proposed PDD Planned Development District zoning uses a base zoning district of T Townhouse.

Meritorious Modifications

At the time of development, the property will meet all the applicable requirements of the Unified Development Ordinance (UDO) for the T Townhouse zoning district with the following modifications:

- **Section 5.2 Residential Dimensional Standards**
  - Reduced 15-foot rear setback in lieu of the required 20-foot rear setback for Blocks 1-6, as shown on the Concept Plan
  - Standard 20-foot rear setback for Blocks 7-8, as shown on the Concept Plan

- **Section 8.3.E.2 Relation to Adjoining Street System:**
  - Provide gated emergency-only access at White Dove Trail and Crystal Dove Avenue in lieu of a public street.

- **Section 8.3.H.1.h Lots:**
  - Provide access via private access easement in lieu of frontage to a public street.

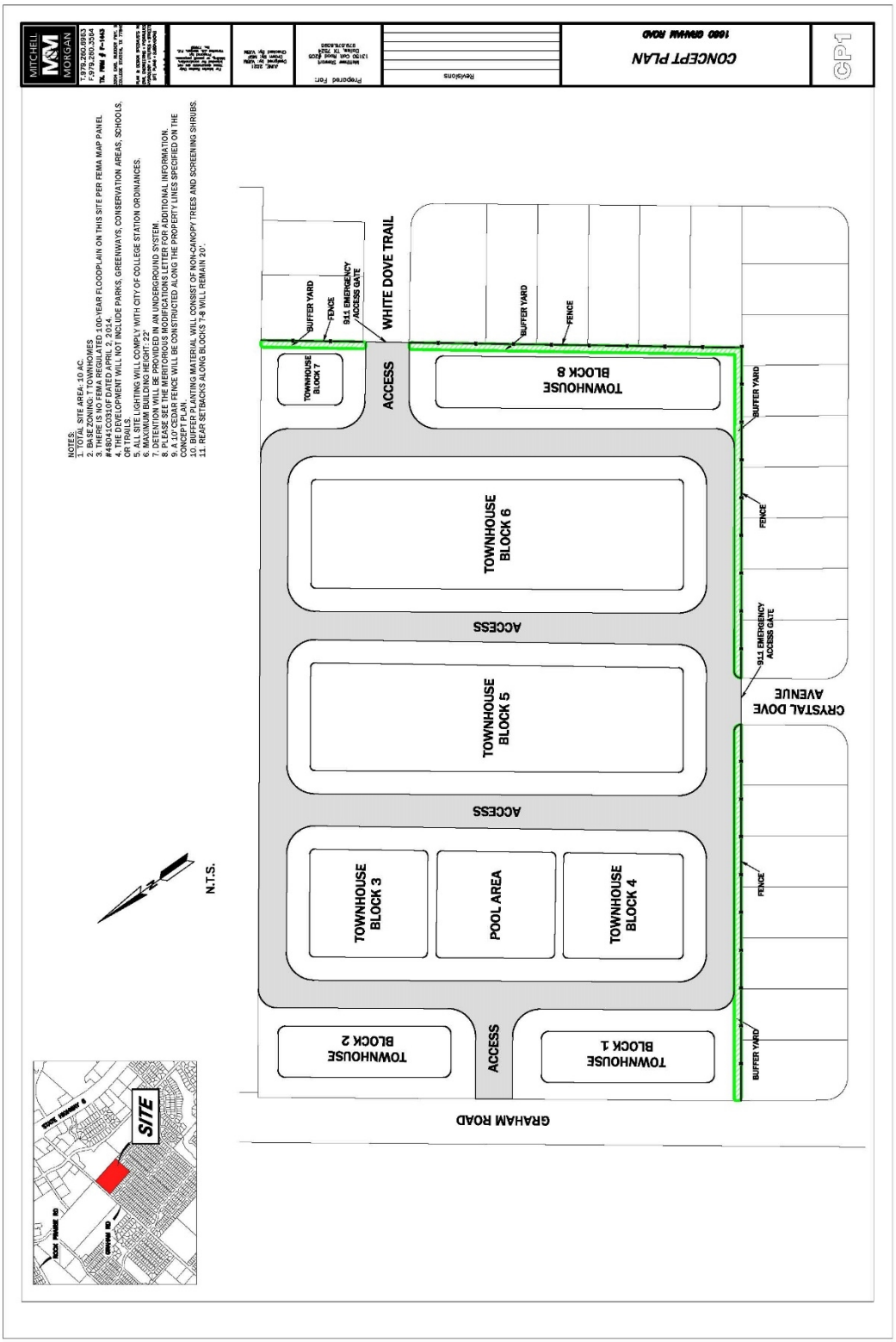
- **Section 8.3.H.1.h Lots:**
  - Lots with frontage to Graham Road are not required to have access provided by a rear alley. Instead, all lots will have access to a private access easement.

Community Benefits

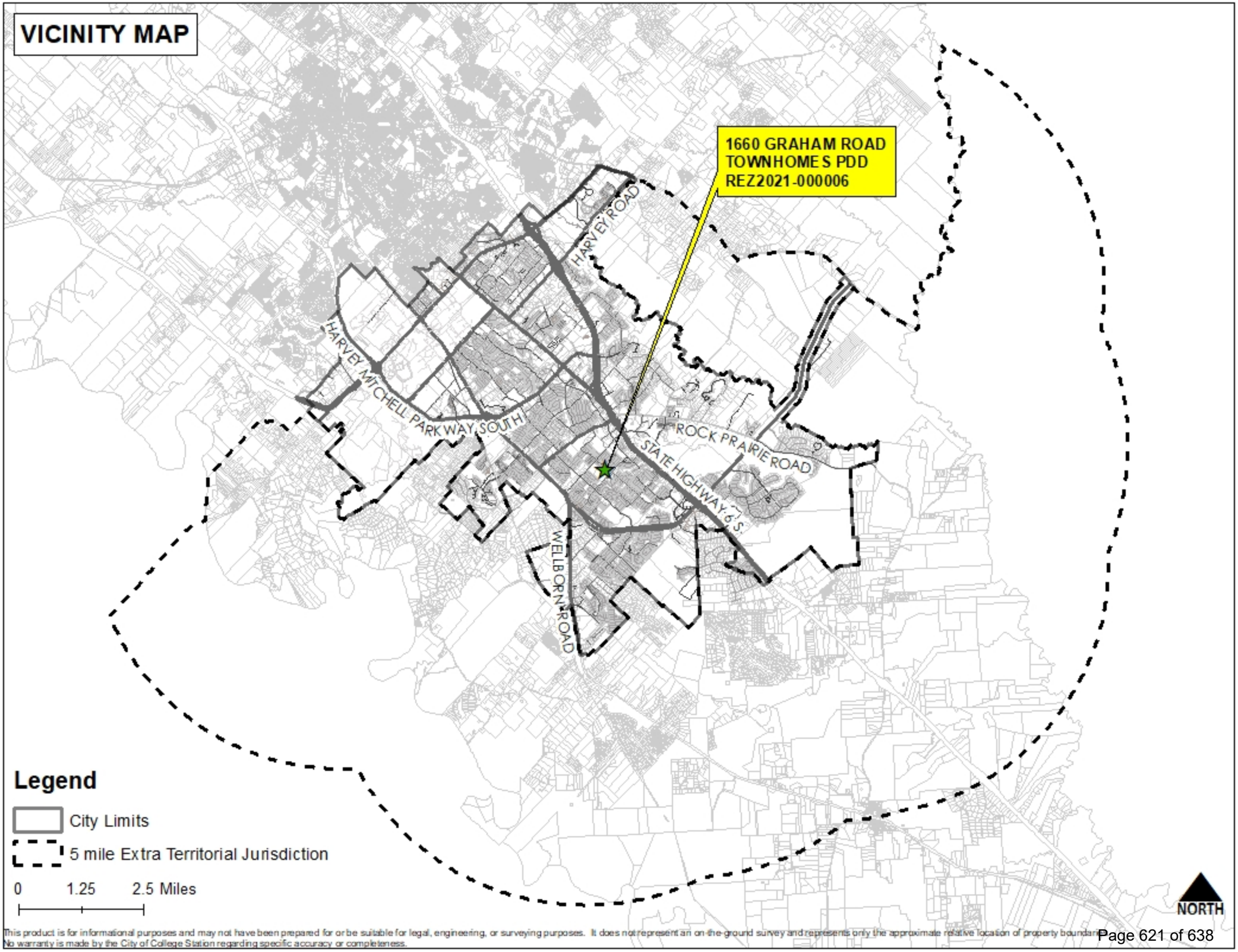
The applicant offers the following as community benefits:

- A maximum of 11 dwelling units per acre
- 5-foot landscaped buffer along shared property lines adjacent to Dove Crossing
- One 65-gallon canopy tree planted in the rear yard of each lot in Blocks 7 & 8
- A maximum building height of 22 feet, measured at the eave

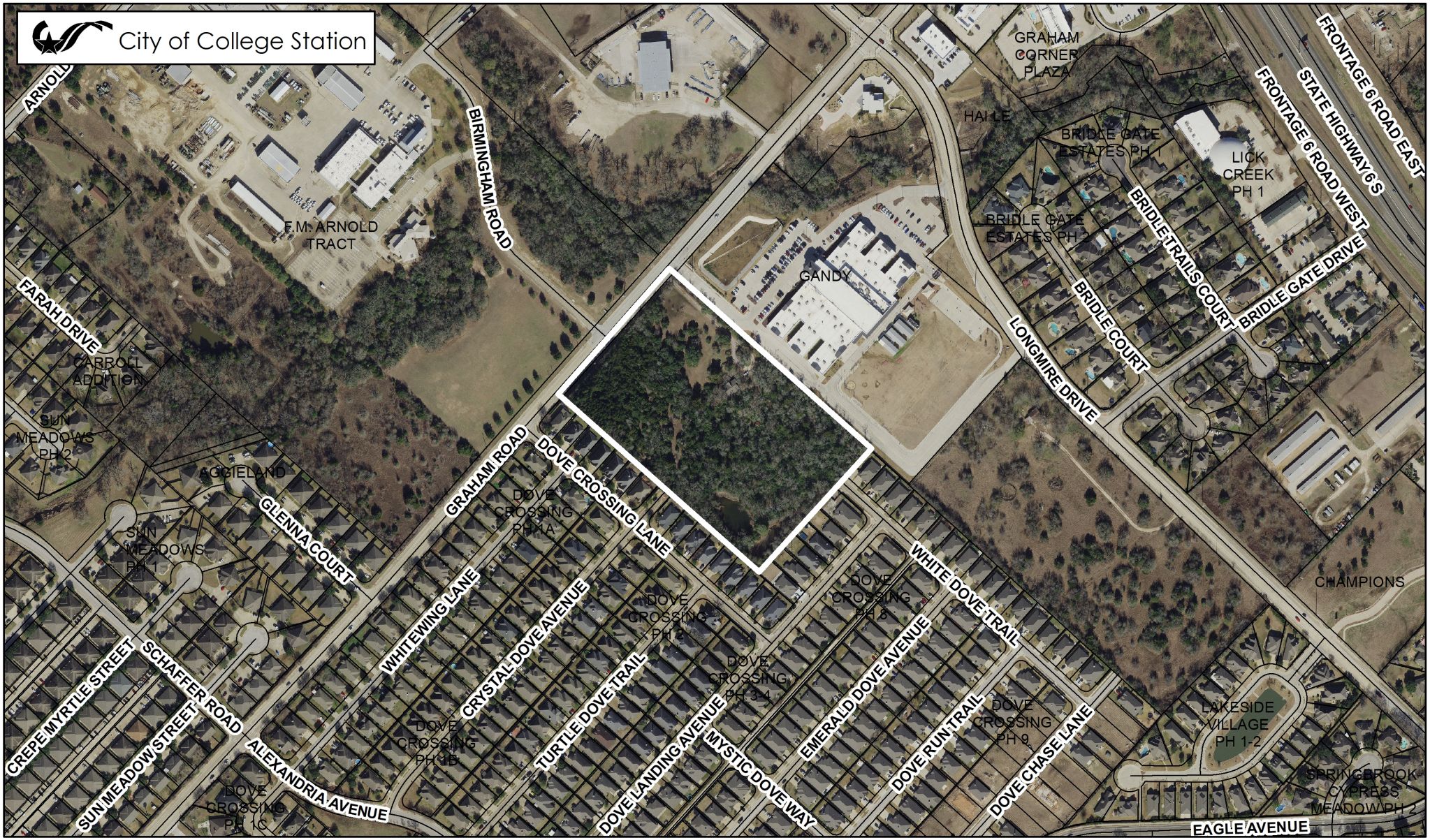
Exhibit D


MITCHELL & MORGAN
CONCEPT PLAN
1680 GRAHAM ROAD
CP-1
Revisions
Prepared For:
NORTHWEST CENTRAL DEVELOPMENT
1310 CHA DAVIS BLVD
BRYAN, TX 77807
979.776.9000
Date: 2021
Drawn By: MM
Checked By: MM
Scale: 1" = 100'
NOTES:
1. TOTAL SITE AREA: 10 AC
2. BASE ZONING: T TOWNHOMES
3. THERE IS NO FEMA REGULATED 100-YEAR FLOODPLAIN ON THIS SITE PER FEMA MAP PANEL #48041C0310F DATED APRIL 2, 2014.
4. THE DEVELOPMENT WILL NOT INCLUDE PARKS, GREENWAYS, CONSERVATION AREAS, SCHOOLS, OR TRAILS.
5. ALL SITE LIGHTING WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
6. MAXIMUM BUILDING HEIGHT: 22'
7. DETENTION WILL BE PROVIDED IN AN UNDERGROUND SYSTEM.
8. ALL SIGNS SHALL BE APPROVED UNDER SEPARATE CITY SIGN ADDITIONAL INFORMATION.
9. A 10' CEDAR FENCE WILL BE CONSTRICTED ALONG THE PROPERTY LINES SPECIFIED ON THE CONCEPT PLAN.
10. BUFFER PLANTING MATERIAL WILL CONSIST OF NON-CANOPY TREES AND SCREENING SHRUBS.
11. REAR SETBACKS ALONG BLOCKS 7-9 WILL REMAIN 20'.
N.T.S.
SITE
STATE HIGHWAY 6
ROCK PRAIRIE RD
GRAHAM RD
GRAHAM ROAD
CRYSTAL DOVE AVENUE
WHITE DOVE TRAIL
ACCESS
TOWNHOUSE BLOCK 1
TOWNHOUSE BLOCK 2
TOWNHOUSE BLOCK 3
POOL AREA
TOWNHOUSE BLOCK 4
TOWNHOUSE BLOCK 5
TOWNHOUSE BLOCK 6
TOWNHOUSE BLOCK 7
TOWNHOUSE BLOCK 8
BUFFER YARD
FENCE
911 EMERGENCY ACCESS GATE

VICINITY MAP



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.



ZONING DISTRICTS (In Grayscale)

Residential

R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhome
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Pk.

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C–U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG–1	Core Northgate
NG–2	Transitional Northgate
NG–3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenek Tap Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

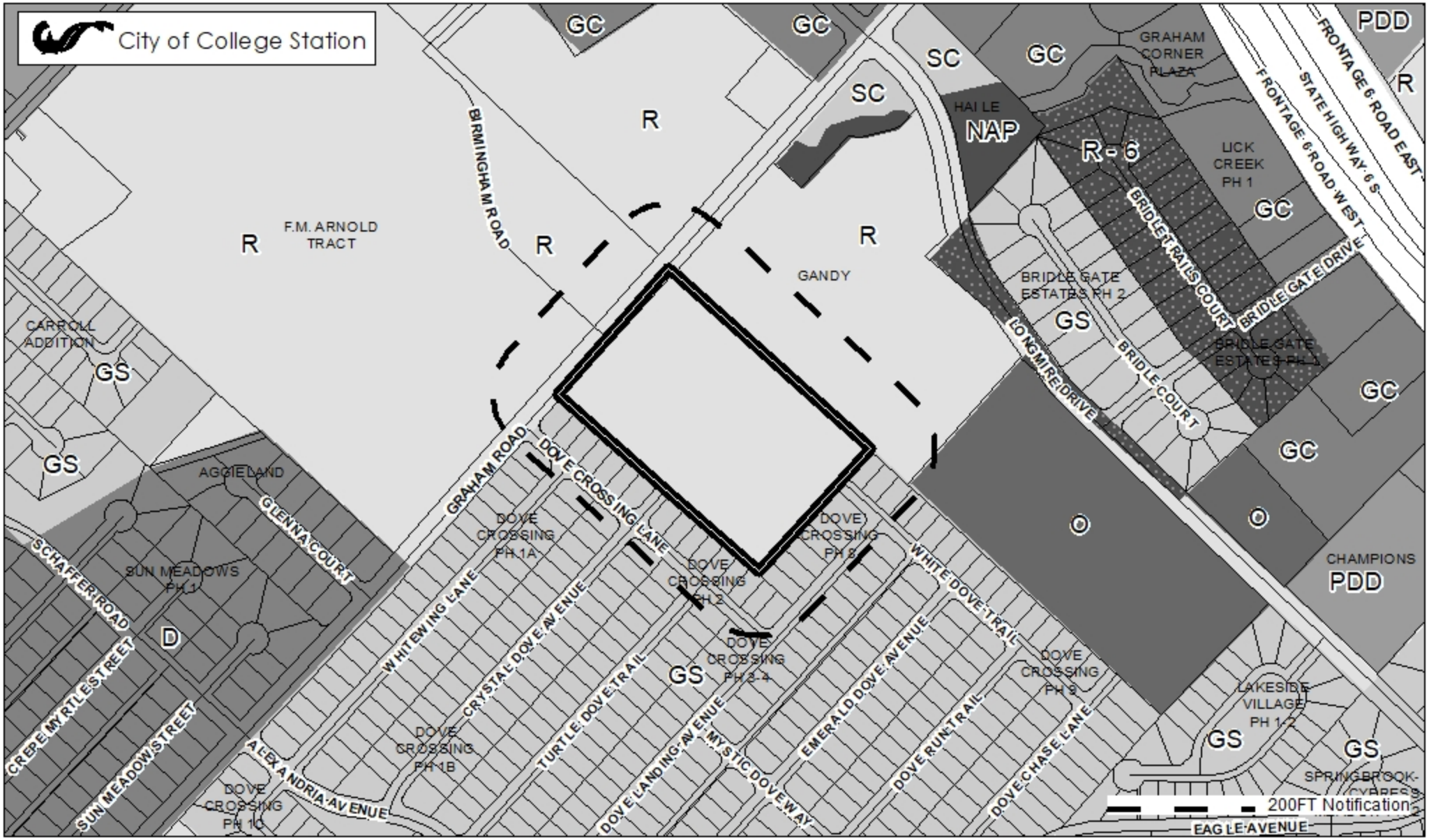
NORTH

0 425 850 Feet

1660 GRAHAM ROAD TOWNHOMES PDD

Case: REZ2021_000006

REZONING



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0 425 850 Feet

1660 GRAHAM ROAD TOWNHOMES PDD

Case: REZONING
REZ2021_000006

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 19, 2021
Advertised Council Hearing Date: September 9, 2021 and October 28, 2021

City Council heard the associated Comprehensive Plan Amendment at their September 9, 2021 meeting, held the Public Hearing, and postponed action on the item to October 28, 2021. The City Council did not open the Public Hearing for Rezoning request and postponed the item to October 28, 2021. The Rezoning was re-notified, per requirement of the Texas Local Government Code.

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Dove Crossing and Bridle Gate HOAs

Property owner notices mailed: 49
Contacts in support: One prior to the September 9, 2021 City Council meeting
Contacts in opposition: Six prior to the September 9, 2021 City Council meeting
Inquiry contacts: None prior to the September 9, 2021 City Council meeting

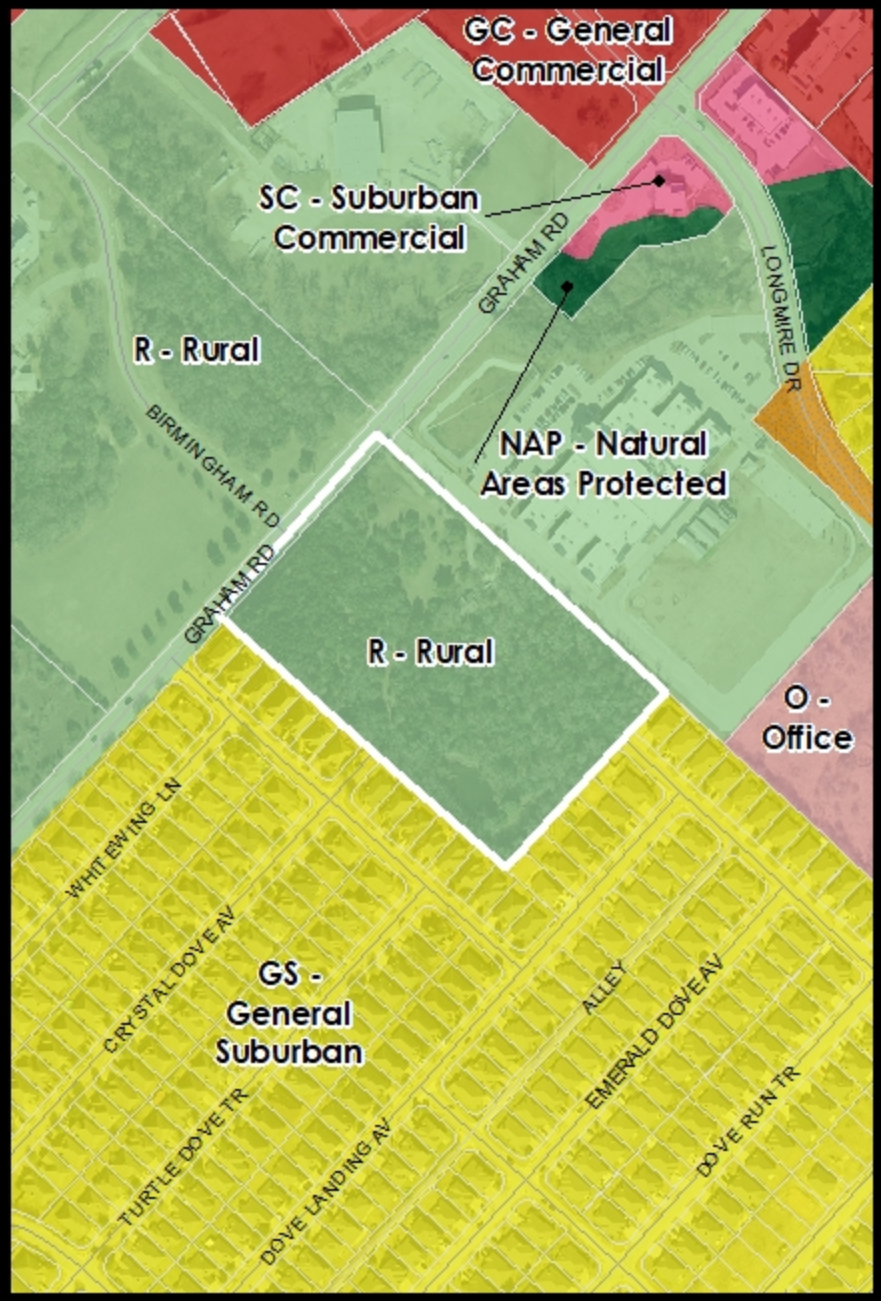
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Graham Rd. (2-Land Major Collector)	N/A	Graham Rd. (2-Land Major Collector)
South	General Suburban	General Suburban	Single-Family Residential
East	Suburban Commercial	Rural	Public Facility (ILT School)
West	General Suburban	General Suburban	Single-Family Residential

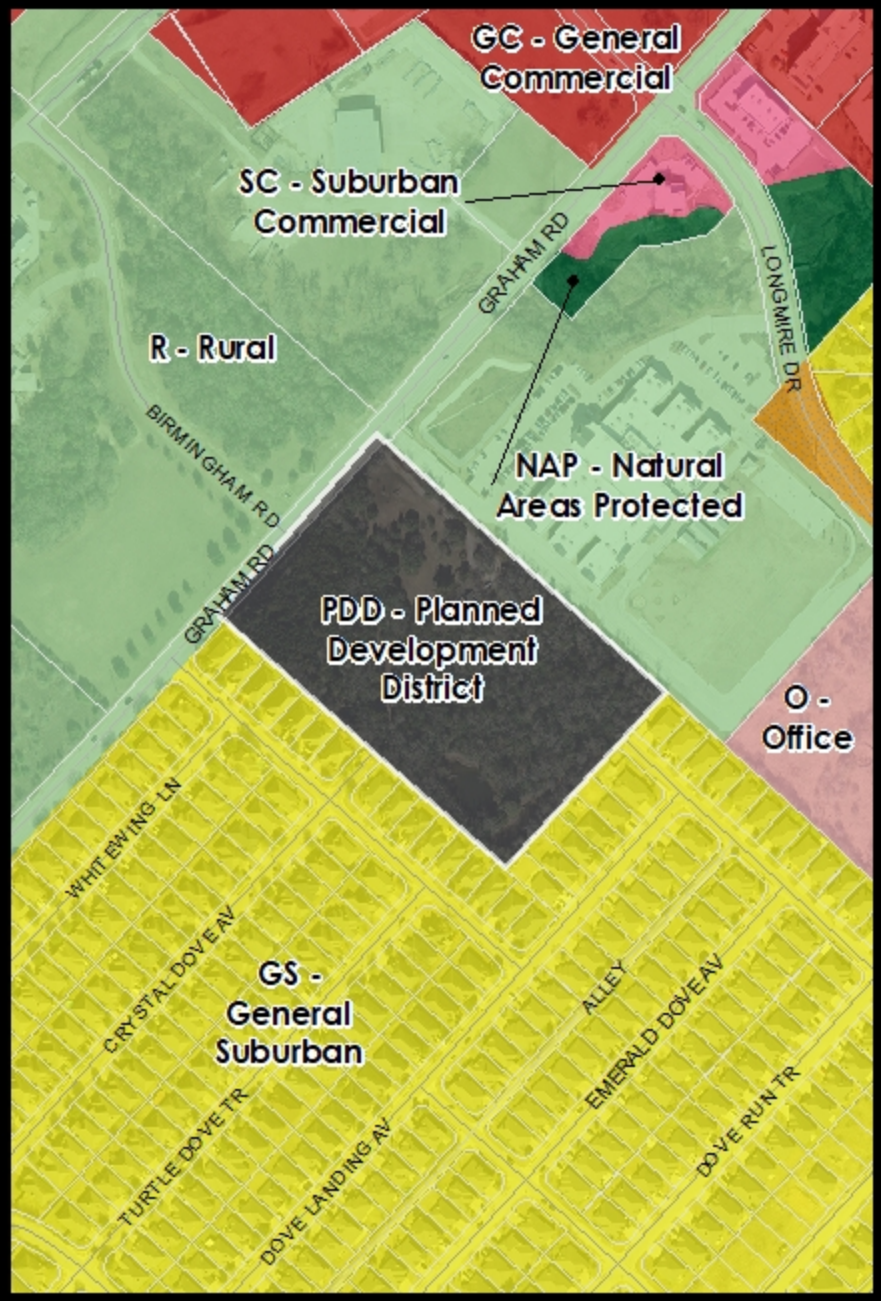
DEVELOPMENT HISTORY

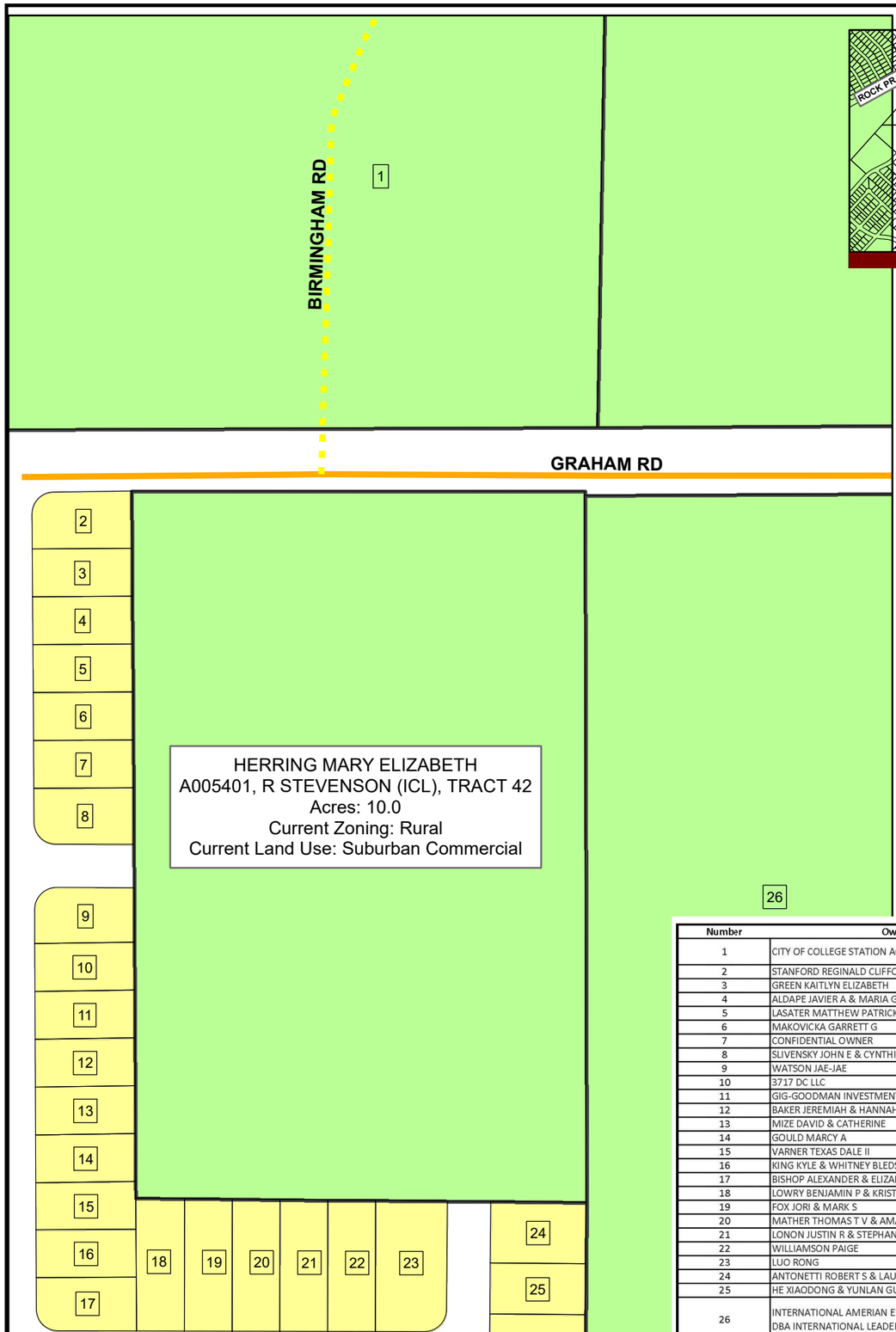
Annexation: 1993
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural in 2013
Final Plat: Unplatted
Site development: Undeveloped

EXISTING
Zoning



PROPOSED
Zoning





VICINITY MAP

Zoning District Legend

- General Suburban
- Planned Development District
- Rural

Thoroughfare Plan Legend

- PROPOSED 2-LANE MINOR COLLECTOR
- EXISTING 2-LANE MAJOR COLLECTOR

NOTE: This site does not lie within the 100-year floodplain boundary per FEMA's Flood Insurance Rate Map panels 48041C0310F, Effective Date: April 2, 2014

All data is provided in NAD-83 State Plain Texas Central (Feet) horizontal datum and the 1988 North American Vertical Datum.

1 inch = 150 feet

METES AND BOUNDS DESCRIPTION

Being a tract of land containing 10.02 acres in the Robert Stevenson League, A-54, Brazos County, Texas, being the same tract as recorded in Vol. 16552, Page 157, of the Brazos County Official Records (B.C.O.R.). All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary referenced to 1/2" iron rods found and as referred to in the previously recorded deed, and as surveyed on the ground on June 25th of 2021. This description is also referred to the plat prepared by ATM Surveying, Project No. 2021-0393, and being more particularly described as follows:

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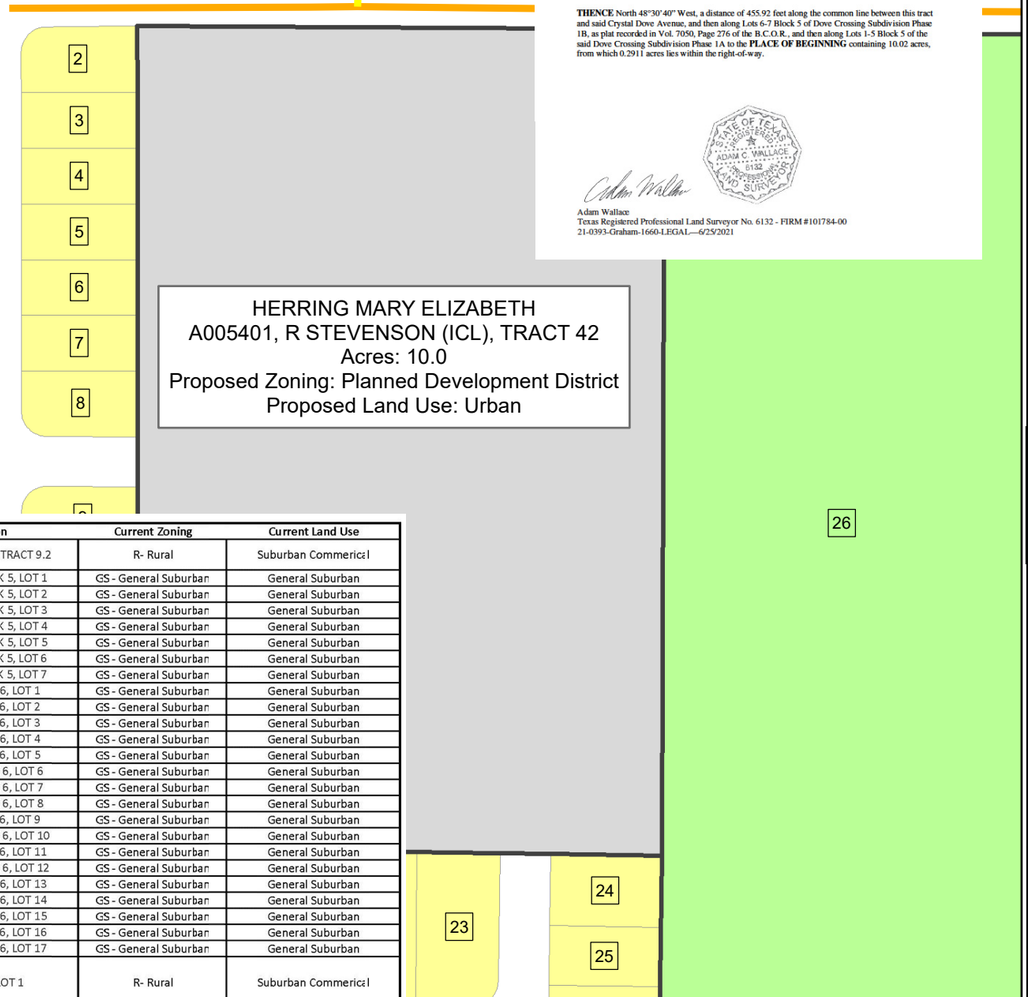


Number	Owner	Legal Description	Current Zoning	Current Land Use
1	CITY OF COLLEGE STATION ACCOUNTING DEPARTMENT	A005401, R STEVENSON (ICL), TRACT 9.2	R- Rural	Suburban Commercial
2	STANFORD REGINALD CLIFFORD SR & BETH SHEMER	DOVE CROSSING PH 1A, BLOCK 5, LOT 1	GS - General Suburban	General Suburban
3	GREEN KAITLYN ELIZABETH	DOVE CROSSING PH 1A, BLOCK 5, LOT 2	GS - General Suburban	General Suburban
4	ALDAPE JAVIER A & MARIA G	DOVE CROSSING PH 1A, BLOCK 5, LOT 3	GS - General Suburban	General Suburban
5	LASATER MATTHEW PATRICK & KAREN GURLEY	DOVE CROSSING PH 1A, BLOCK 5, LOT 4	GS - General Suburban	General Suburban
6	MAKOVICKA GARRETT G	DOVE CROSSING PH 1A, BLOCK 5, LOT 5	GS - General Suburban	General Suburban
7	CONFIDENTIAL OWNER	DOVE CROSSING PH 1B, BLOCK 5, LOT 6	GS - General Suburban	General Suburban
8	SLIVENSKY JOHN E & CYNTHIA A	DOVE CROSSING PH 1B, BLOCK 5, LOT 7	GS - General Suburban	General Suburban
9	WATSON JAE-JAE	DOVE CROSSING PH 2, BLOCK 6, LOT 1	GS - General Suburban	General Suburban
10	3717 DC LLC	DOVE CROSSING PH 2, BLOCK 6, LOT 2	GS - General Suburban	General Suburban
11	GIG-GOODMAN INVESTMENT GROUP LLC	DOVE CROSSING PH 2, BLOCK 6, LOT 3	GS - General Suburban	General Suburban
12	BAKER JEREMIAH & HANNAH	DOVE CROSSING PH 2, BLOCK 6, LOT 4	GS - General Suburban	General Suburban
13	MIZE DAVID & CATHERINE	DOVE CROSSING PH 2, BLOCK 6, LOT 5	GS - General Suburban	General Suburban
14	GOULD MARCY A	DOVE CROSSING PH 2, BLOCK 6, LOT 6	GS - General Suburban	General Suburban
15	VARNER TEXAS DALE II	DOVE CROSSING PH 2, BLOCK 6, LOT 7	GS - General Suburban	General Suburban
16	KING KYLE & WHITNEY BLEDSOE	DOVE CROSSING PH 3, BLOCK 6, LOT 8	GS - General Suburban	General Suburban
17	BISHOP ALEXANDER & ELIZABETH	DOVE CROSSING PH 3, BLOCK 6, LOT 9	GS - General Suburban	General Suburban
18	LOWRY BENJAMIN P & KRISTI L	DOVE CROSSING PH 8, BLOCK 6, LOT 10	GS - General Suburban	General Suburban
19	FOX JORI & MARK S	DOVE CROSSING PH 8, BLOCK 6, LOT 11	GS - General Suburban	General Suburban
20	MATHER THOMAS T V & AMANDA L	DOVE CROSSING PH 8, BLOCK 6, LOT 12	GS - General Suburban	General Suburban
21	LONON JUSTIN R & STEPHANIE J	DOVE CROSSING PH 8, BLOCK 6, LOT 13	GS - General Suburban	General Suburban
22	WILLIAMSON PAIGE	DOVE CROSSING PH 8, BLOCK 6, LOT 14	GS - General Suburban	General Suburban
23	LUO RONG	DOVE CROSSING PH 8, BLOCK 6, LOT 15	GS - General Suburban	General Suburban
24	ANTONETTI ROBERT S & LAURA B	DOVE CROSSING PH 8, BLOCK 6, LOT 16	GS - General Suburban	General Suburban
25	HE XIAODONG & YUNLAN GUO	DOVE CROSSING PH 8, BLOCK 6, LOT 17	GS - General Suburban	General Suburban
26	INTERNATIONAL AMERIAN EDUCATION FEDERATION INC DBA INTERNATIONAL LEADERSHIP OF TEXAS	GANDY, BLOCK 1, LOT 1	R- Rural	Suburban Commercial

EXISTING | **PROPOSED**

MITCHELL M&M MORGAN

T. 979.260.6963
F. 979.260.3564

3204 Earl Rudder FWY S
College Station, TX 77845

Plan & Design Specialists in
Civil · Engineering · Hydraulics
Hydrology · Utilities · Streets
Site Plans · Subdivisions

www.mitchellandmorgan.com

Rezoning Map

1660 Graham Road

June 2021

Ex. A

REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: 1660 GRAHAM ROAD TOWNHOMES PDD

Address: 1660 GRAHAM RD

Legal Description: A005401, R STEVENSON (ICL), TRACT 42, 10. ACRES

Total Acreage: 10

Applicant: MITCHELL & MORGAN

Property Owner: HERRING MARY ELIZABETH

List the changed or changing conditions in the area or in the City which make this zone change necessary.

We are requesting the rezoning to allow townhome development on this property. After having been unsuccessful in developing the property for traditional single-family development, the owner has explored other options for residential development. This area of College Station is saturated with Suburban Commercial land uses, but there is a need for a more diverse housing stock. However, in response to the concerns brough forth from the neighborhood at the recent request for multi-family residential, we believe townhomes are a suitable and compatible development for the property that satisfy all concerns and desires for the property.

In recent years, sewer capacity has been a concern for allowing more dense development. The City is currently planning improvements to the area wastewater system which would be able to accommodate medium density residential development. The developer will time the construction of the townhomes, such that when the sewer improvements are complete, the first phase of development will be ready to be occupied. Additionally, increased traffic has been a concern, especially at the Longmire Drive and Graham Road intersection. A traffic light was installed in July 2018 improving the safety and efficiency of traffic at the intersection.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

We have requested a Land Use Plan Amendment from Suburban Commercial to Urban, as this is the only land use category that allows townhomes. We believe residential development is most appropriate for this property, and in response to the feedback from the neighborhood and City Council, we believe this type of residential development is most appropriate for this property.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning district is R Rural. This is the zoning district that was applied to the property upon annexation. While the existing single-family house is in compliance with the zoning, it is not the highest and best use for the property.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Townhomes are a suitable land use for this property as they are a medium density single-family product,

similar to the established Dove Crossing neighborhood. Townhomes will contribute to the needed diversity in the housing stock and will provide a much-needed option for first time owners looking for a residence.

Explain the suitability of the property for uses permitted by the current zoning district.

Townhomes are a suitable land use for this property as they are a medium density single-family product, similar to the established Dove Crossing neighborhood. Townhomes will contribute to the needed diversity in the housing stock and will provide a much-needed option for first time owners looking for a residence.

Explain the marketability of the property for uses permitted by the current zoning district.

The property is not marketable for Rural uses. The area around it has developed into a medical district and medium density single-family residential area. Rural uses are out of character for this location.

List any other reasons to support this zone change.

N/A

Building Height Range.

22'

Proposed Drainage.

Stormwater will be designed according to BCS Unified Stormwater Design Guidelines and will be collected in an underground stormwater system.

Variations Sought.

Please see the attached letter.

Community Benefits.

Please see the attached letter.

Sustained Stability.

Townhomes are a medium density single-family product, which will be in character with the adjacent Dove Crossing neighborhood. We expect to see a similar owner/renter composition as Dove Crossing and will contribute to the stability of the established residential area of the surrounding area.

Conformity.

The Community Character chapter of the Comprehensive Plan states a desire to ensure new neighborhoods are sustainable. The plan states, “New neighborhoods should remain vibrant well into the future. Sustainable neighborhoods require a balance between owner and renter occupancy; access to neighborhood-serving businesses; parks and open space; transportation facilities designed for the density of the neighborhood; and access to and connectivity with adjacent neighborhoods.” The proposed townhome development will include all of these desired elements and will contribute to the established character of the Graham Road corridor.

Compatibility with use.

The Concept Plan proposes a townhome development that will have access to Graham Road and emergency access only from White Dove Trail. Townhomes are considered a single-family product and is expected to be similar to the owner/renter composition of Dove Crossing, making it a compatible neighbor to the neighborhood.

Access to Streets.

The townhomes will have access to a street network that will connect to Graham Road and White Dove Trail.

Public Improvements.

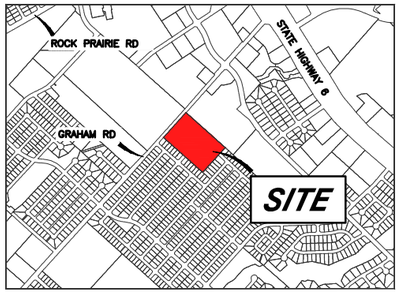
This development will provide all necessary infrastructure to the site. Sidewalks are available on Graham Road.

Public Health.

The Concept Plan proposes uses that conform to the developed uses of the surrounding area. This development will not be a detriment to the public health, safety or welfare to the surrounding properties, but will serve as a compatible single-family development for the area.

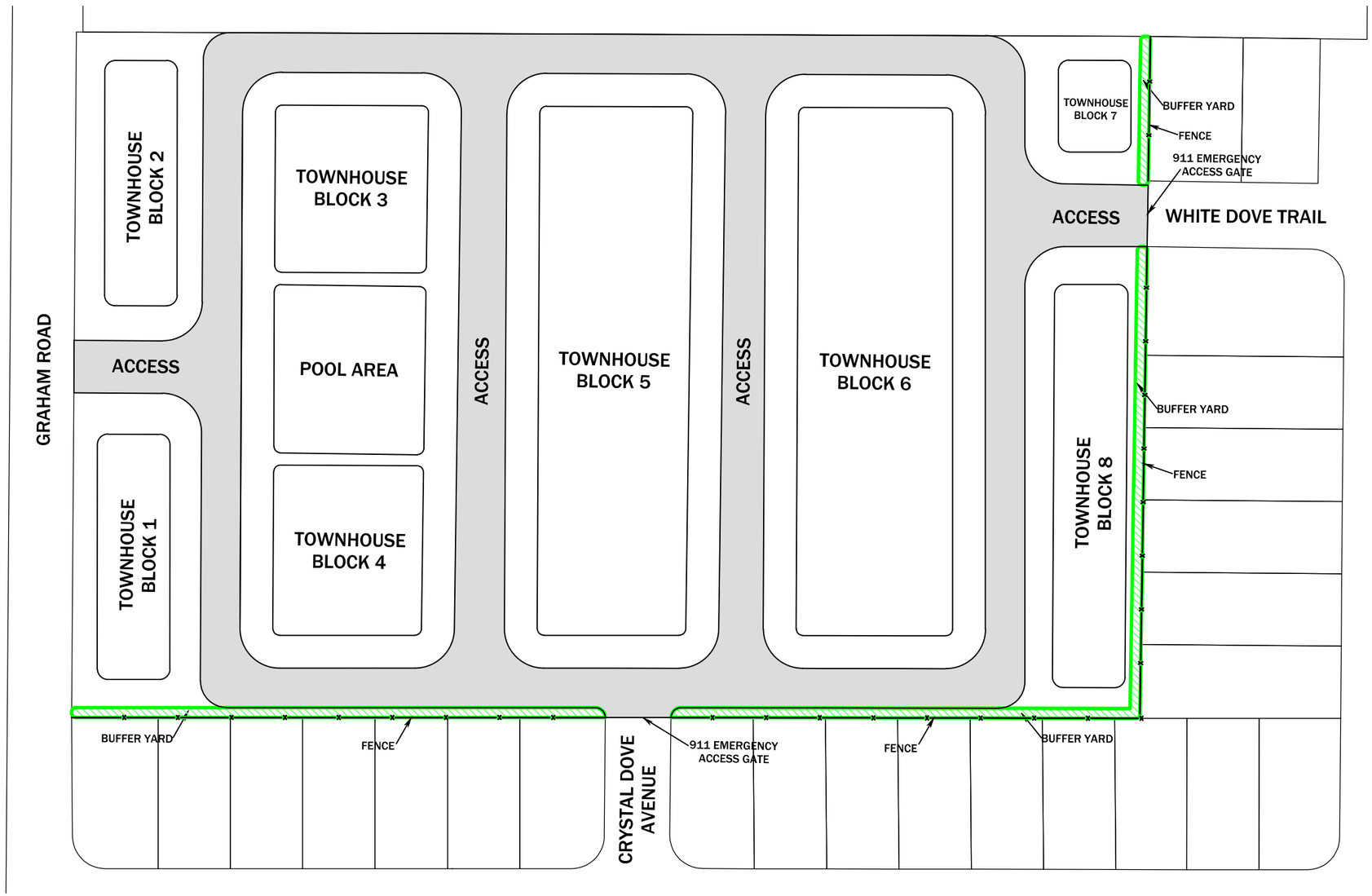
Safety.

The Concept Plan proposes primary access to Graham Road and emergency access only from White Dove Trail, which will limit the amount of traffic from this development from impacting the Dove Crossing subdivision. Additionally, there will be access to sidewalks and bike lanes along Graham Road to encourage alternative modes of transportation. These elements contribute to the convenience and safety of vehicles and pedestrians for the residents of this development as well as other drivers and pedestrians utilizing these facilities.



N.T.S.

NOTES:
1. TOTAL SITE AREA: 10 AC.
2. BASE ZONING: T TOWNHOMES
3. THERE IS NO FEMA REGULATED 100-YEAR FLOODPLAIN ON THIS SITE PER FEMA MAP PANEL #48041C0310F DATED APRIL 2, 2014.
4. THE DEVELOPMENT WILL NOT INCLUDE PARKS, GREENWAYS, CONSERVATION AREAS, SCHOOLS, OR TRAILS.
5. ALL SITE LIGHTING WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
6. MAXIMUM BUILDING HEIGHT: 22'
7. DETENTION WILL BE PROVIDED IN AN UNDERGROUND SYSTEM.
8. PLEASE SEE THE MERITORIOUS MODIFICATIONS LETTER FOR ADDITIONAL INFORMATION.
9. A 10' CEDAR FENCE WILL BE CONSTRUCTED ALONG THE PROPERTY LINES SPECIFIED ON THE CONCEPT PLAN.
10. BUFFER PLANTING MATERIAL WILL CONSIST OF NON-CANOPY TREES AND SCREENING SHRUBS.
11. REAR SETBACKS ALONG BLOCKS 7-8 WILL REMAIN 20'.



MITCHELL M&M MORGAN
T.979.260.6963
F.979.260.3564
TX. FIRM # F-1443
3204 EARL RUDDER FWY. S
COLLEGE STATION, TX 77845
PLAN & DESIGN SPECIALISTS IN
CIVIL ENGINEERING • HYDRAULICS/
HYDROLOGY • UTILITIES • STREETS
SITE PLANS • SUBDIVISIONS
www.mitchellandmorgan.com

For Interim Review Only
These documents are not, and shall not be considered fit for bidding, or permit purposes.
Michael A. Morgan, P.E.
Texas License No. 119027

JUNE, 2021
Designed By: MAM
Drawn By: MGF
Checked By: MAM

Prepared For:
Matthew Stewart
13150 Colt Road #205
Dallas, TX 75254
979.575.6585

Revisions

CONCEPT PLAN
1880 GRAHAM ROAD

CP1

MITCHELL M&M MORGAN

Alyssa Halle-Schramm
Long Range Planning Administrator
City of College Station
P.O. Box 9960
College Station, TX 77842

October 12, 2021

Re: 1660 Graham Road Townhomes (PDD Rezoning)

Dear Alyssa,

Understanding that we must choose a base zoning district for the residential development upon which we base all variance requests, we have chosen T Townhomes. We request the following bulk variances to the T Townhome development standards:

1. Reduced rear building setback

   We request that the rear building setback be reduced from 20' to 15' only for Townhouse Blocks 1-6, as depicted on the associated Concept Plan.

2. Waiver from Section 8.3.E.2 Relation to Adjoining Street System

   This property has projected streets from the adjacent Dove Crossing neighborhood at White Dove Trail and Crystal Dove Avenue. We request to waive the requirement to provide access to both of these streets and provide emergency-only access.

3. Waiver from Section 8.3.H.1.h Lots

   We request that the townhome lots are not required to have frontage on a public street. The lots will have access to a private access easement.

4. Section 8.3.H.1.i Lots

   We request that lots with frontage onto a collector are not required to have access provided by a rear alley. All lots will have access to a private access easement.

As stated in the UDO, the purpose of the Planned Development district is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. Finally, the PD District allows development to vary from certain development standards so long as there are community benefits which outweigh the requested modifications. We believe that this project offers a desired development opportunity and its community benefits outweigh modifications being requested. These community benefits are as follows:

1. While the proposed development will be built according to T Townhome standards, we do not intend to build to the maximum density of 14 dwelling units per acre. We are proposing to

develop 11 dwelling units per acre, which is not much denser than the maximum density for the GS General Suburban zoning district at 8 dwelling units per acre. Additionally, allowing only one street projection limits the amount of shared traffic between Dove Crossing and the townhome development, but also alleviates traffic onto Graham Road, which is of concern to the residents.

2. Even though townhomes are considered a single-family product and are not required to provide a buffer yard against other single-family residences, we will provide a 5' planted buffer yard along the two property lines that abut the Dove Crossing neighborhood. Additionally, a 65-gallon canopy tree will be planted in rear yards of each of the lots in Blocks 7 and 8.
3. The T Townhome zoning district permits a maximum height of 35'. The proposed townhomes will not exceed 22' measured to the eave.
4. Lastly, in this configuration, a 10-acre tract of land designated for commercial uses is not compatible next to a single-family residential neighborhood. Based on the description in the Comprehensive Plan, Suburban Commercial is intended to be small in size. While a specific acreage isn't specified, this tract would be the largest developed Suburban Commercial property in College Station, and more in the category of large General Commercial shopping centers such as the Kroger shopping center (12 acres), Target (8.85 acres), and the Old Navy shopping center (9.5 acres). We are offering the surrounding community a more compatible land use on this tract than commercial land uses.

We believe we are offering a development that is both compatible and sensitive to the surrounding area in use and design. Townhomes are the solution to providing a single-family product at a density that is sensitive to the adjacent Dove Crossing neighborhood, but also provides the yield necessary for a successful and compatible single-family residential development.

Thank you very much. If you have any questions, please do not hesitate to call.

Sincerely,

Crissy Hartl

Crissy Hartl, AICP
Staff Planner

Cc: File

October 28, 2021
Item No. 9.7.
2022 Bond Citizen Advisory Committee

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution setting a tentative schedule for a 2022 bond election and the creation of a 2022 Bond Citizen Advisory Committee.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility
- Good Governance

Recommendation(s): Staff recommends approval of the resolution establishing the 2022 Bond Citizen Advisory Committee.

Summary: City Council expressed interest in a bond election in 2022 for infrastructure and facility capital improvement projects.

Staff has developed a preliminary schedule of activities and tasks that must be accomplished prior to the election. The schedule includes meetings with Council appointed boards and commissions and meetings with the community at-large. At the end of this process, there will be a final list of recommended projects for Council to consider before the ballot language is adopted.

One of the first tasks in the process is the creation of a City Council appointed citizen advisory committee to help identify and prioritize potential projects. Staff is recommending that the Council create a committee that will consider transportation, parks, and facilities projects.

As part of this presentation staff will outline the bond election process, tentative schedule, and proposed citizen advisory committee make-up.

Budget & Financial Summary: N/A

Attachments:

1. 2022 Bond CAC Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CREATING A 2022 BOND CITIZEN ADVISORY COMMITTEE

WHEREAS, the City Council of the City of College Station wishes to hold a bond election in November of 2022; and

WHEREAS, the City Council believes that it is advisable to form a 2022 Bond Citizen Advisory Committee to help prioritize a list of projects that could be funded from a 2022 bond election; and

WHEREAS, the City Council is seeking qualified and motivated individuals to serve on the 2022 Bond Citizen Advisory Committee; and

WHEREAS, the 2022 Bond Citizen Advisory Committee will work closely with City staff throughout the process of creating a prioritized list of projects; and

WHEREAS, the City Council believes that public involvement results in a stronger and more transparent process; now, therefore,

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

PART 1: That the City Council of the City of College Station hereby creates the 2022 Bond Citizen Advisory Committee.

PART 2: That the 2022 Bond Citizen Advisory Committee shall consider and prioritize all capital projects, including transportation, parks and facilities projects.

PART 3: That the City Council of the City of College Station gives the committee the following charge: "to assess the City of College Station's current and future transportation, parks, and facility needs in order to present a prioritized list of projects to the College Station City Council to be considered on a proposed 2022 bond election, and to ensure that any 2022 Bond timeline and/or schedule shall not exceed five (5) years."

PART 4: That the 2022 Bond Citizen Advisory Committee shall consist of no more than Twenty Three (23) members.

PART 5: That the City Council of the City of College Station shall appoint all members of the 2022 Bond Citizen Advisory Committee, including the chair and co-chair.

PART 6: That the 2022 Bond Citizen Advisory Committee shall formally and officially disband and/or sunset on August 1, 2022 or when the Committee presents their final list of recommended projects to the College Station City Council, whichever occurs first.

PART 7: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 28th day of October, 2021.

ATTEST:

_____
City Secretary

APPROVED:

_____
MAYOR

APPROVED:

_____
City Attorney

October 28, 2021
Item No. 9.8.
Update to College Station History Book

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the creation of a committee to update the book detailing the history of the City of College Station.

Relationship to Strategic Goals:

- Good Governance

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

Summary: A history of the City of College Station, written by Deborah Lynn Balliew, was published in 1989 and highlighted College Station during the period from 1938 (the year of its incorporation) through 1988. Another book by Tim Gregg in 2019 profiled stories about people, places, and events from the last few decades.

On August 12, 2021, Council requested that an item be presented to Council regarding the formation of a committee to review the existing literature and examine steps toward updating that history from 1989-onward.

Budget & Financial Summary: Costs may be determined at a later date based on the direction of Council along with the committee potentially formed to address the recent history of the city.

Attachments:
None

October 28, 2021
Item No. 9.9.
Joint Relief Funding Review Committee **Appointment**

Sponsor: Ian Whittenton, Deputy City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an appointment to the Joint Relief Funding Review Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): N/A

Summary: Lisa Halperin was appointed in January 2021 and has submitted her letter of resignation. Staff has requested that the vacancy be filled with an appointment for an unexpired term (January 2024).

Budget & Financial Summary: None

Attachments:
None