



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 13, 2022

3:00 PM

City Hall Council Chambers

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

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

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

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

Litigation

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

Legal Advice

- a. Legal advice regarding short term rentals.
- b. Legal advice regarding the enforcement of the family definition included in the Unified Development Ordinance.

Real Estate {Gov't Code Section 551.072};

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

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

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 Secretary
- b. Municipal Court Judge
- c. City Auditor
- d. City Manager
- e. Council Self Evaluation

3. Reconvene from Executive Session and Take Action, if Any.**4. Pledge of Allegiance, Invocation, and Consider Absence Request.**Speaker Protocol

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

5. Presentation - Proclamations, Awards, and Recognitions.**5.1. Presentation proclaiming October of 2022 as National Disability Employment Awareness Month.**

Sponsors: Tanya Smith

Attachments: 1. 22 National Disability Employment Awareness Month

5.2. Presentation proclaiming October 2022 as Arteriovenous Malformation Awareness Month.

Sponsors: Tanya Smith

Attachments: 1. 22 AVM Awareness Month

5.3. Presentation proclaiming October 16th as Weinerspiel Day.

Sponsors: Tanya Smith

Attachments: 1. 22 Wienerspiel Day

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

Sponsors: Tanya Smith

Attachments: 1. 22 Muni Ct Week

5.5. Presentation proclaiming October 2022 as Community Planning Month.

Sponsors: Michael Ostrowski

Attachments: 1. Community Planning Month Proclamation

6. Hear Visitors.

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

7. Workshop Items.

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

Sponsors: Brian Piscacek

Attachments: None

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

Sponsors: Debbie Eller

Attachments: None

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

Sponsors: Debbie Eller

Attachments: None

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

Sponsors: Debbie Eller

Attachments: None

8. Consent Agenda.

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

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

- September 22, 2022 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM092222 DRAFT Minutes

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

Sponsors: Emily Fisher

Attachments:

1. RFP 22-065 Evaluation
2. Corn's Collision Center, Inc Contract
3. George's Paint and Body Contract

- 8.3. Presentation, discussion, and possible action regarding approval of a contract between the City of College Station and Altitude Energy, LLC, for the construction of the Switch Station Substation Upgrades in the amount of \$2,004,933.85.
Sponsors: Timothy Crabb
Attachments: 1. 22-072 Evaluation Summary Sheet
 2. Contract is available for review in the City Secretary's Office
- 8.4. Presentation, discussion, and possible action on a Microsoft Teams Upgrade contract with The Personal Computer Store, Inc. dba Avinext not to exceed \$292,998.44.
Sponsors: Sam Rivera
Attachments: 1. 22300722 --Avinext
- 8.5. Presentation, discussion, and possible action on a three-year software license and subscription agreement with ESRI, Inc. not to exceed \$271,830.
Sponsors: Sam Rivera
Attachments: 1. 22300773 ESRI Agreement
- 8.6. Presentation, discussion, and possible action on Construction Change Order No. 2 with CSA Construction, Inc. in the amount of \$70,444.14 for construction services for the Carters Creek Wastewater Treatment Plant Centrifuge Improvements Project.
Sponsors: Jennifer Cain
Attachments: 1. CCWWTP Centrifuge Change Order 2 unsigned
 2. CCWWTP Centrifuge Project Location Map
- 8.7. Presentation, discussion, and possible action regarding a contract with FreeIT Data Solutions for data storage system hardware, support, and installation services not to exceed \$419,667.96.
Sponsors: Sam Rivera
Attachments: 1. 22300772 RR
- 8.8. Presentation, discussion, and possible action regarding the approval of contract 22300785 with AESI, Inc. for an amount not to exceed \$343,957 for three years for NERC compliance consulting.
Sponsors: Timothy Crabb
Attachments: 1. Contract is available for review in the City Secretary's Office
- 8.9. Presentation, discussion, and possible action on amending Resolution 2022-4385 that adopted the fiscal year 2023 fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance", Division 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas.
Sponsors: Mary Ellen Leonard
Attachments: 1. FY 22-23 Fee Resolution Amend Rental Reg
- 8.10. Presentation, discussion, and possible action regarding a resolution accepting the Federal FY-2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$1,942,269 and authorizing and designating the City Manager or his designee to execute the SAFER Grant acceptance and any other documents related to the SAFER Grant.
Sponsors: Richard Mann
Attachments: 1. 2022 Safer Grant Resolution
 2. EMW-2021-FF-00278 - Award Package

- 8.11. Presentation, discussion, and possible action on a resolution nominating FUJIFILM Diosynth Biotechnologies, LLC for designation by the Governor's Office of Economic Development and Tourism as a Texas Enterprise Project.

Sponsors: Tim Neeley

Attachments: 1. FUJIFILM Diosynth Biotechnologies Resolution

- 8.12. Presentation, discussion, and possible action on an ordinance renaming Biomedical Way to Fujifilm Way.

Sponsors: Jason Schubert

Attachments: 1. FUJIFILM Street Ordinance

- 8.13. Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Sponsors: Bryan Woods

Attachments: 1. October 13 Disaster Declaration Renewal Ordinance

- 8.14. Presentation, discussion, and possible action regarding a resolution authorizing the City Manager to sign a letter of acceptance for the distribution of State of Texas Community Development Block Grant Mitigation funding from the Texas General Land Office and distributed by the Brazos Valley Council of Governments.

Sponsors: Debbie Eller

Attachments: 1. Attachment 1 - Resolution

9. Regular Agenda.

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

Sponsors: Jennifer Cain

Attachments: 1. TX Independence Ballpark Location Map
2. Contract is available for review in the City Secretary's Office

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Neighborhood Center to Mixed Residential for approximately 0.356 acres, generally located at 217 Richards Street.

Sponsors: Robin Macias

Attachments: 1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information
5. Future Land Use Map
6. 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 GC General Commercial to GS General Suburban for

approximately 0.356 acres located at Holleman Place Lot 1R-2, generally located at 217 Richards Street.

Sponsors: Robin Macias

Attachments:

1. Ordinance
2. Vicinity Map, Aerial , and Small Area Map
3. Rezoning Exhibit
4. Zoning Map
5. Future Land Use Map
6. Background Information
7. Applicant's Supporting Information

- 9.4. 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 GC General Commercial for approximately 2.238 acres including Harvey Hillside Block 1 Lot 1, generally located at the intersection of Harvey Rd and State Highway 30.

Sponsors: Robin Macias

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Rezoning Map
7. Existing Future Land Use Map

- 9.5. Presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.6 "Landscaping and Tree Protection," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the creation of a new use called Shared Housing.

Sponsors: Michael Ostrowski

Attachments:

1. Ordinance
2. UDO - Section 6.3 - Types of Uses - Changes
3. UDO - Article 7 - General Development Standards - Changes
4. UDO - Section 11.2 - Defined Terms
5. Future Land Uses to Allow Shared Housing

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

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

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

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

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

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

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

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on October 7, 2022 at 5:00 p.m.



City Secretary

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

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

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

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

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411,

Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre.”

October 13, 2022
Item No. 5.1.
2022 National Disability Employment Awareness Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming October of 2022 as National Disability Employment Awareness Month.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: In recognition of the important role people with disabilities play in a diverse and inclusive American workforce, the theme for National Disability Employment Awareness Month (NDEAM) 2022 will be "Disability: Part of the Equity Equation." Observed annually in October, NDEAM celebrates the contributions of America's workers with disabilities past and present and showcases supportive, inclusive employment policies and practices. The annual theme is announced early to facilitate advance planning of events.

Budget & Financial Summary: None.

Attachments:

1. 22 National Disability Employment Awareness Month



Proclamation

WHEREAS: October 2022 marks the 77th anniversary of National Disability Employment Awareness Month; and

WHEREAS: the purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS: the history of National Disability Employment Awareness Month traces back to 1945 when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week;" and

WHEREAS: in 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities; and

WHEREAS: in 1988, Congress expanded the week to a month and changed the name to National Disability Employment Awareness Month; and

WHEREAS: workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS: activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm College Station, Texas, County of Brazos commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities.

NOW, THEREFORE, to recognize and commemorate the 77th Anniversary I, Karl Mooney, as Mayor of the City of College Station, Texas, do hereby proclaim October 2022 as

National Disability Employment Awareness Month

and call upon employers, schools, and other community organizations in College Station, Texas, to observe October with appropriate programs and activities, and to advance its important message that people with disabilities add value and talent to our workplaces and communities. Also, to pledge to continue to take steps throughout the year to recruit, hire, retain, and advance individuals with disabilities and work to pursue the goals of opportunity, full participation, economic self-sufficiency, and independent living for people with disabilities.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 13th Day of October 2022.


Karl P. Mooney
Mayor

Attest:


Tanya Smith
City Secretary

October 13, 2022

Item No. 5.2.

2022 as Arteriovenous Malformation Awareness Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming October 2022 as Arteriovenous Malformation Awareness Month.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recieve the Proclamation.

Summary: The Aneurysm Foundation (TAF) was established by the Kaitz family in 2003 in honor of family members who lived with, or died from, brain aneurysms. The Kaitz family was astonished by the lack of public awareness and under-support of research of such a widespread and often fatal condition. Through TAF the family launched a crusade to educate and encourage awareness about brain aneurysms.

In 2005 a group of medical professionals, survivors and caregivers briefly formed the Foundation for Brain Aneurysm and Vascular Malformations. The primary focus was to provide motivational and other educational resources to the patient and caregiver community, and to increase public awareness.

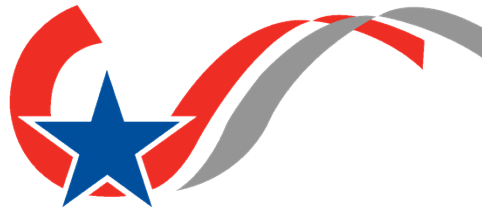
With similar visions and complementary goals, these foundations merged to expand The Aneurysm Foundation into the present day foundation now known as 'The Aneurysm and AVM Foundation' (TAAF).

Today TAAF focuses on public awareness, furthering research, and fostering a community of support for those affected by aneurysm and other types of vascular malformation of the brain.

Budget & Financial Summary: None.

Attachments:

1. 22 AVM Awareness Month



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

Proclamation

WHEREAS: Arteriovenous malformation (AVM) is a complex tangle of arteries and veins that bypasses normal brain tissue and directly diverts blood from the arteries to the veins, potentially resulting in devastating ruptures, seizures, or death; and

WHEREAS: Strokes have no age limit, brain AVM is the No. 1 cause of brain bleed in children, and an estimated 18 in 100,000 people in the United States have an AVM in the brain; and

WHEREAS: After an AVM ruptures there is a 10-15% risk of death and a 20-30% chance of permanent brain damage after each bleed; and

WHEREAS: About 10-58% of AVM patients have various kinds of aneurysms, a weak area in a blood vessel that enlarges like a balloon, and are at risk for bleeding or rupture leading to possible brain damage or long-term disability; and

WHEREAS: 50% of AVM patients present as sudden hemorrhage, bleeding in the brain, or a form of stroke; and

WHEREAS: Access to accurate information, expertise, and community to support survivors, caregivers, families, and friends in making educated decisions about treatment and coping can make a critical difference in minimizing risks and increasing the quality of life for those affected; and

WHEREAS: More research is needed to determine the causes, discover better treatment options, and find a cure for AVM. Increased public awareness is necessary so that individuals are better able to recognize symptoms and understand available resources and options.

NOW, THEREFORE, I, Karl Mooney, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim October 2022 as

AVM Awareness Month

and all encourage citizens to raise awareness of aneurysms and AVMs and support efforts being made to help those affected by these brain conditions.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas, this 13th Day of October 2022.

Karl P. Mooney
Mayor

Attest:

Tanya Smith
City Secretary

October 13, 2022
Item No. 5.3.
Proclamation for Weinerspiel Day

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming October 16th as Weinerspiel Day.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the proclamation.

Summary: Weinerspiel is raising funds for non-profits who help homeless, unwanted, and neglected animals, as well as organizations who support the human/animal bond and advocating in city and state governments!

Budget & Financial Summary: None.

Attachments:

1. 22 Wienerspiel Day



Proclamation

Whereas: Since 2007, the City of College Station has been a sponsor of Wiener Dog Races and Wanna Be a Wiener Dog Events; and

Whereas: Wienerspiel is holding its 4th year of races in the City of College Station at Wolf Pen Creek Amphitheater and these events celebrate and honor the bond of people and their dogs; and

Whereas: Wienerspiel is a 501c3 Nonprofit organization and though their fundraising efforts, have been able to award over a dozen animal nonprofits locally and nonprofit organizations which support the human and animal bond such as efforts support to homeless animals such as dogs, cats, pot belly pigs, horses, donkeys, and even ducks; and

Whereas: Wienerspiel also works with local and state elected leaders to help promote laws and ordinances for humane treatment of animals and has been successful promoting the Retail Pet Store Ordinance in College Station, making the it the 8th city in the State of Texas to pass such an ordinance; and

Whereas: Wienerspiel is a member of the Bryan/College Station Chamber of Commerce and understands the importance of supporting and promoting local businesses and nonprofits while partnering with local businesses to promote them as well as have Yappy Hours with our Restaurant Partners; and

Whereas: Wienerspiel is very proud to hold one of the Signature events in College Station and its races will include hundreds of dogs, vendors, community members, racing, and costume events which have brought in people from all over the nation.

Now, Therefore, be it Resolved, I, Karl Mooney, as Mayor of the City of College Station, Texas, and acting on behalf of the College Station City Council, do hereby proclaim October 16, 2022, as

Wienerspiel Day

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 13th day of October 2022.

Karl P. Mooney
Mayor

Attest

Tanya Smith
City Secretary

October 13, 2022

Item No. 5.4.

November 7th-11th as Municipal Court Week

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming November 7th-11th as Municipal Court Week.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: Join municipal courts, city councils, and communities throughout Texas in showing appreciation for the dedicated municipal judges, court clerks, court administrators, prosecutors, bailiffs, and warrant officers who comprise the Texas municipal courts from November 7-11, 2022. Municipal Court Week is a great time to not only recognize how much municipal courts do, but to share with the public the important role that local courts and their personnel play in the criminal justice system and the larger community.

TMCEC encourages all cities to adopt the attached proclamation in recognition of Municipal Court Week. All cities that adopt the proclamation and notify TMCEC of its adoption will be recognized by TMCEC in a future edition of The Recorder.

Budget & Financial Summary: None.

Attachments:

1. 22 Muni Ct Week



Proclamation

WHEREAS, the Municipal Court of College Station, a time honored and vital part of local government, has existed since January 8, 1952; and

WHEREAS, more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined; and

WHEREAS, public impression of the entire Texas judicial system is largely dependent upon the public's experience in Municipal Court; and

WHEREAS, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

WHEREAS, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens; and

WHEREAS, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community and our state; and

WHEREAS, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the 878 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior.

NOW, THEREFORE, I, Karl Mooney, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim November 7-11, 2022 as

Municipal Court Week

and further extend our appreciation to College Station Municipal Judge Spillane and court support personnel for the vital services they perform and their exemplary dedication to our community and call upon all residents of College Station to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 13th Day of October, 2022


Karl Mooney
Mayor

Attest:


Tanya Smith
City Secretary

October 13, 2022
Item No. 5.5.
Community Planning Month Proclamation

Sponsor: Michael Ostrowski, Director of Planning and Development

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming October 2022 as Community Planning Month.

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. Community Planning Month Proclamation



Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of College Station; and

WHEREAS, we recognize the many valuable contributions made by professional planners of the City of College Station and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, I, Karl Mooney, as Mayor of the City of College Station, Texas, on behalf of the entire College Station City Council, and in conjunction with the celebration of National Community Planning Month do hereby proclaim October 2022 as

Community Planning Month

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas, this 13th Day of October 2022.

Karl P. Mooney
Mayor

Attest:

Tanya Smith
City Secretary

October 13, 2022
Item No. 7.1.
Economic Development Program Update

Sponsor: Brian Piscacek, Economic Development Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an Economic Development program update.

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: Economic development staff will provide an overview regarding the Economic Development Master Plan and specific initiatives and programs including industry recruitment, business retention and expansion, retail recruitment, and redevelopment efforts. Staff will also provide an update on key economic indicators.

Budget & Financial Summary: N/A

Attachments:

None

October 13, 2022
Item No. 7.2.
Short term rental housing update

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Neighborhood Integrity, Good Governance

Recommendation(s): Staff recommends the Council receive an update regarding the regulation of short term rental housing.

Summary: On June 25, 2020, the City Council adopted an ordinance regulating short term rental housing to require a registration and permitting process. This ordinance became effective October 1, 2020 with a grandfathering period available until November 29, 2020. This update will provide the number of currently permitted STR's, number of renewals, process for identification of short term rentals operating, and enforcement action taken.

Budget & Financial Summary:

Attachments:

None

October 13, 2022
Item No. 7.3.
Enforcement of Family Definition

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Neighborhood Integrity, Good Governance

Recommendation(s): Staff recommends the Council receive an update regarding enforcement of the Family Definition for FY2022

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

Budget & Financial Summary: N/A

Attachments:
None

October 13, 2022
Item No. 7.4.
Unlimited Potential Update

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Neighborhood Integrity

Recommendation(s): Staff recommends the Council receive a presentation from Unlimited Potential.

Summary: This item is included at the request of Council at the September 22, 2022 meeting and includes an update from Unlimited Potential regarding the facility located at 1115 Anderson, funding plans, and operational plans. Staff will provide an update regarding direction from Council to work with Unlimited Potential to demolish the existing structure.

Budget & Financial Summary: N/A

Attachments:
None

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
SEPTEMBER 22, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:02 p.m. on September 22, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:03 p.m. on September 22, 2022, to continue discussing matters pertaining to:

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

- B. Consultation with attorney to receive legal advice; to wit:
 - Legal Advice related to short term rentals.
- C. Deliberation on the purchase, exchange, lease, or value of real property; to wit:
 - Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.
- D. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
 - City 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:
 - Economic incentives for a property generally located at the intersection of Biomedical Way and Health Science Center Parkway.

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

Executive Session recessed at 6:32 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1 Presentation proclaiming October 5th as World Teachers' Day.

Mayor Mooney presented a proclamation to CSISD and all other area teachers and proclaimed October 5th, 2022, as World Teachers' Day.

6. Hear Visitors Comments

John Nicks, Plantersville, came before Council to request council meetings be split over two days or we have weekly meetings, and to consider placing page numbers for item attachments on the actual agenda.

Tre Watson, College Station, requested Council to prepare a letter in support of reinstating the MSC as an Early Voting location.

7. WORKSHOP ITEMS

Workshop Item 7.3 was taken out of order and discussed first.

7.1. Presentation, discussion, and possible action on the proposed "Cooling" College Station: Five-Year Planting Plan for Urban Heat Mitigation.

Michael Ostrowski, Planning and Development Director, presented a brief update on the past years process leading up to the proposed “Cooling” College Station: Five-Year Planting Plan for Urban Heat Mitigation.

September 2021

- Informational presentation on heat islands
- City Council requested five-year planting plan

April 2022

- Presentation on five-year planting plan and residential planting program
- 376 trees over five years, along with 2,500 trees for residential planting program
- City Council requested to increase the number of plantings

Mr. Ostrowski, explained that since then staff has identified additional planting areas, as well as increased the density of previously proposed planting areas. With the additional areas and increased density, the program could increase the number of trees to approximately 4,800 over five years. In addition, the 500 trees per year for the residential program would also continue, bringing the total number of trees to about 7,300 over five years. Staff has also continued to build on partnerships for the program. The TAMU Forest Service has graciously committed to providing \$15,000/year for two years for the city to purchase and plant trees in areas to help combat the urban heat island. In addition, they would offer 250 seedlings for the annual residential tree distribution event.

Five-Year Planting Plan
4,787 trees

FY2023	\$688,194
FY2024	\$722,604
FY2025	\$744,282
FY2026	\$766,610
FY2027	\$789,609
Estimated total five-year cost	\$3,711,299

Residential Planting Program
2,500 trees

FY2023	\$40,125
FY2024	\$42,131
FY2025	\$43,395
FY2026	\$44,697
FY2027	\$46,038
Estimated total five-year cost	\$216,386

Council directed staff to move forward with the proposed “Cooling” College Station: Five-Year Planting Plan for Urban Heat Mitigation and look into funding.

7.2. Presentation, discussion, and possible action regarding options for Shady Drive.

Emily Fisher, Public Works Director, stated that Shady Drive is a dead-end street located off Francis Drive and provided options for the repair of Shady Drive and associated costs.

Asphalt Maintenance

- \$36,000
- Shady only

Complete Rebuild

- \$1,300,000
- Includes Water / Wastewater
- Concrete
- Includes Post Oak

At approximately 7:59 p.m., Mayor Mooney opened for Citizen Comments.

John Junkins, College Station, spoke for a group on citizens that lives on or near Shady Drive and would like to see the road completely rebuilt, not just maintained.

There being no further comments, Citizen Comments were closed at 8:02 p.m.

Majority of Council directed staff to move forward with the asphalt maintenance but start allocating and design for the construction cost of the complete rebuild.

7.3. Presentation, discussion, and possible action regarding the design of the Egremont Court Rehabilitation Project. *(This item was discussed before 7.1 & 7.3)*

Jennifer Cain, Capital Projects, presented the design progress on the Egremont Court Rehabilitation Project. The residents located on Egremont requested to mitigate the water ponding observed along the end of the cul-de-sac. The FY22 Budget Amendment #1 allocated \$150,000 for this project. Mrs. Cain explained the current conditions of Egremont Court: Egremont Court slopes in the direction of Odell Ln and the storm drains along the street. The cul-de-sac is relatively level at the entrance, bulges up toward the center, and slopes gently back towards the curb along the northern side and around the perimeter; and the Water runoff from the adjacent properties and on the northern portion of the cul-de-sac does not drain and accumulates along the perimeter.

Design Engineer Identified Alternatives

1. Install storm inlet at the northern end of the cul-de-sac and run storm drain through and existing PUE to Victoria and then eastward to an existing inlet and repair the cul-de-sac.
2. Install storm inlet at the northern end of the cul-de-sac and run storm drain through and existing PUE to Victoria and then westward to an existing inlet and repair the cul-de-sac.
3. Install storm inlet at the northern end of the cul-de-sac and run storm drain south to existing storm inlet and repair the cul-de-sac.

Staff is recommended Option 2 as it will be shortest route and have the least impact

Shortest Route:

- Option 1: approximately 405 LF of pipe
- Option 2: approximately 215 LF of pipe
- Option 3: approximately 460 LF of pipe

Least Impact:

- Option 1: uses existing PUE, impacts approximately 265 LF of sidewalk that would need to be removed and replaced, impacts 5 driveways in the cul-de-sac.
- Option 2: uses existing PUE, impacts approximately 60 LF of sidewalk that would need to be removed and replaced, impacts 5 driveways in the cul-de-sac.
- Option 3: uses existing ROW, impacts the entire cul-de-sac with about 100 LF of pipe placed beneath it, approximately 365 LF of sidewalk, impacts 5 driveways in the cul-de-sac, and 5 additional driveways along Egremont.

Council gave direction to move forward with the design of the Egremont Court Rehabilitation Project as recommended by staff.

8. CONSENT ITEMS

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

Tanya Smith, City Secretary, made note that corrections were made to Consent Item 8.1 City Council Minutes for September 8, 2022.

At approximately 8:08 p.m., Mayor Mooney opened for Citizen Comments.

John Nicks, Plantersville, came before Council to support Consent Item 8.3 the contract with Axon Enterprise Inc. in the amount of \$6,417,557.66.

There being no further comments, Citizen Comments were closed at 8:09 p.m.

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

- **August 25, 2022 Council Meeting**
- **September 8, 2022 Council Meeting**

8.2. Presentation, discussion, and possible action on Resolution No. 09-22-22-8.2 approving the City's investment policy, reviewing, and recording changes to such policy and strategy, approving a collateral policy, and designating investment officers for the fiscal year ending September 30, 2023, stating that the City Council has reviewed and approved the City's investment policy, broker-dealer list and investment strategy.

8.3. Presentation, discussion, and possible action on a ten-year agreement with Axon Enterprise, Inc. ("AXON") for the purchase and support of products and services including body cameras, fleet cameras, electronic control devices, digital storage, and associated reporting systems for an amount not to exceed \$6,417,557.66.

8.4. Presentation, discussion, and possible action regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and property; Special Events policies for Fiscal Year 2023. FY23 premiums for all lines of coverage are not to exceed \$1,080,000.

8.5. Presentation, discussion, and possible action on approving a five-year master services agreement for utility billing software and services with Origin Utility, Inc. not to exceed \$2,273,185.09.

8.6. Presentation, discussion, and possible action on authorizing additional expenditures up to \$500,000 for the purchase of fuel through an existing contract with Fikes Wholesale, Inc.; bringing the total annual estimated expenditure to \$1,900,000.

8.7. Presentation, discussion, and possible action regarding Change Order No. 1 for an amount not to exceed \$70,000 to the construction contract with Larry Young Paving for the Rock Prairie Road West Project.

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

Mayor Mooney recessed the City Council meeting at 8:09 p.m.

The City Council meeting was reconvened by Mayor Mooney at 8:21p.m.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action approving Ordinance No. 2022-4390 vacating and abandoning a 0.087-acre portion of a 15-foot Public Utility Easement, said portion lying due east of the terminus of Biomedical Way, of the Traditions Subdivision Phase 23 according to the easement agreement recorded in Volume 13417, Page 155, of the Official Records of Brazos County, Texas.

Anthony Armstrong, Planning and Zoning, stated that the 0.087-acre public utility easement abandonment located due east of the current terminus of Biomedical Way Drive is being requested by the applicant because of a desire to expand the existing building to this area. There is existing infrastructure within the easement that is part of a current Site Plan application that will remove the waterline located here.

At approximately 8:32 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:23 p.m.

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4390, vacating and abandoning a 0.087-acre portion of a 15-foot Public Utility Easement, said portion lying due east of the terminus of Biomedical Way, of the Traditions Subdivision Phase 23 according to the easement agreement recorded in Volume 13417, Page 155, of the Official Records of Brazos County, Texas. The motion unanimously carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4391 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 GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 9.86 acres of land, being 26 lots within North Forest Estates, Block 1 and 2, generally located along Justin Avenue.

Alyssa Halle-Schramm, Planning and Zoning, stated that This request is to rezone approximately 9.86 acres being 26 lots within the North Forest Estates subdivision from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay. This request is to add the ROO, which is a single-family overlay zoning district, to the existing base zoning within the North Forest Estate subdivision boundaries. The ROO overlay is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter. The Petition Committee, comprised of North Forest Estates homeowners, has met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition that contained 20 total signatures. City staff were able to verify 19 of the 20 signatures, representing 73.1% of the subdivision in support of the requested ROO.

Ms. Hall-Schramm explained that staff held a required City-hosted neighborhood meeting for the North Forest Estates ROO request on August 9, 2022. There were five residents in attendance, three from North Forest Estates who signed the petition in support of the ROO, one participating remotely on Zoom who did not provide comment, and one from the nearby North Forest subdivision who was interested in learning about the ROO application and whether it applied to his property, which it does not.

The Planning & Zoning Commission heard this item at their September 1, 2022 meeting and voted 4-2 to recommend approval.

At approximately 8:46 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:46 p.m.

MOTION: Upon a motion made by Councilmember Harvell, and a second by Councilmember Maloney, the City Council voted six (6) for and one (1) opposed, with Councilmember Cunha voting against, to adopt Ordinance No. 2022-4391, 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 GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 9.86 acres of land, being 26 lots within North Forest Estates, Block 1 and 2, generally located along Justin Avenue. The motion unanimously carried unanimously.

9.3. Presentation, discussion, and possible action on the Small Area Plan Audit.

Naomi Sing, Planning and Development, presented the Small Area Plan Audit that included findings from the audit process, implementation highlights, challenges of the small area planning process, and recommendations to improve future planning efforts, peer city research, next steps, and maps and implementation charts of each plan. The five plans evaluated through this audit are the Central College Station Neighborhood Plan, the Eastgate Neighborhood Plan, the Southside Area Neighborhood Plan, the South Knoll Area Plan, and the Wellborn Community Plan.

From the audit process and conversations with peers, City staff developed four key recommendations for future small area planning efforts: 1) Develop a clear implementation tracking strategy early in the plan creation process that ideally includes plan action tracking software to support collaboration across City departments. 2) Distinguish between actions that are the responsibility of the city to implement and those that must be neighborhood-led. 3) Develop specific and quantifiable actions that lead to measurable outcomes. 4) Set clear planning horizons with sunset provisions that expire plans after a certain date.

This item was presented to the Planning & Zoning Commission on September 1, 2022, where the Commission unanimously recommended acceptance of the Small Area Plan Audit and its findings. Staff recommends that Council receive the presentation and accept the audit.

At approximately 9:11 p.m., Mayor Mooney opened for Citizen Comments.

Veronica Morgan, College Station, came before Council in support of the small area plan and pressed upon Council to stay on schedule with the timeline.

There being no further comments, Citizen Comments were closed at 9:13 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Small Area Plan Audit. The motion unanimously carried unanimously.

9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.6 "Landscaping and Tree Protection," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the creation of a new use called Shared Housing.

Michael Ostrowski, Planning and Development Director, presented at two City Council workshops (5/27/2021 and 4/28/2022) on options to preserve neighborhood character / integrity. One of the items coming out of the workshops was to address issues relating to the increasing number of properties that are redeveloping into a Shared Housing type use, which may not be compatible with the other residential uses within the area. To address the concerns, one of the first steps is to define the use within the Unified Development Ordinance (UDO). Therefore, staff proposed to create a use and related definition for Shared Housing. Shared Housing, also known as "Stealth Dorms" or "Ag Shacks" are uses that typically facilitate allowing more than four unrelated persons within a structure, which exceeds the definition of Family. However, because the structures are currently categorized as single-family, they have been allowed to develop as single-family within residential neighborhoods.

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

The Planning and Zoning Commission heard this item at their 9/1/22 meeting and unanimously recommended approval. Staff also recommends approval.

At approximately 9:33 p.m., Mayor Mooney opened the Public Hearing.

Madeline Reed, College Station, came before Council to express her concerns on the way this ordinance is structured. Ms. Reed explained that she has several homes in this area that will be her retirement when she decides to sell but if this ordinance is passed it will turn potential rental homes

into single family housing surrounded by student housing. This will decrease this value when she decides to sell.

Brian Alg, College Station, stated that this proposed ordinance gives open ended authority to the administrator which will cause litigations and block construction.

Veronica Morgan, College Station, came before Council to express her concerns on how the proposed ordinance will be implemented. For example, the 2 miles radius might be subjective, or by unintentionally restricting game day housing.

Chad Hoovey, College Station, stated that he received numerous calls commenting this item should be tabled to hold stakeholder meetings.

There being no further comments, the Public Hearing was closed at 9:45 p.m.

MOTION: Upon a motion made by Mayor Mooney, and a second by Councilmember Cunha, the City Council voted seven (7) for and none (0) opposed, to postpone to October 13, 2022 Council Meeting, an Ordinance amending Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.6 "Landscaping and Tree Protection," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the creation of a new use called Shared Housing. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

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

Nothing to report.

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

Councilmember Nichols reported on the Brazos County Board of Health.

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.

Councilmember Crompton requested that an update from Unlimited Potential be brought to Council on October 13, 2022.

Councilmember Cunha requested a report from the City Facilities Naming Sub-Committee.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 10:05 p.m. on Thursday, September 22, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

October 13, 2022

Item No. 8.2.

Annual Price Agreement for Vehicle Painting and Body Repair Services

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends award of contracts.

Summary: On Wednesday, August 10th, 2022, RFP 22-065 Vehicle Painting and Body Repair Services was opened with four vendors responding. Staff evaluated all proposals including a site visit for a newly responding vendor. Corn's Collision Center, Inc. and George's Paint and Body, LLC have been identified as the best qualified vendors. The contracts initial terms are for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years.

Budget & Financial Summary: Funds are available in the Fleet Maintenance Fund and the Property and Casualty Fund.

Attachments:

1. RFP 22-065 Evaluation
2. Corn's Collision Center, Inc Contract
3. George's Paint and Body Contract

RFP #22-065
CITY OF COLLEGE STATION
VEHICLE PAINTING AND BODY REPAIR SERVICES

EVALUATION CRITERIA	MAXIMUM SCORE	Corn's Collision Center, Inc. (Hearne, TX)	George's Paint & Body (Bryan, TX)	Hail Star PDR LLC (Bryan, TX)	Krause Paint & Body Inc. (Bryan, TX)
Qualifications & Experience	50	50	25	30	20
Company Admin, Organization, Staffing. Point of Contact, and years of experience. Certifications, and licenses, etc.					
Rates & Expenses	35	33	25	25	35
Detail Fees					
References	15	10	7	12	0
Reference list, Similar projects from governmental agencies (preferred), contract(s) length, amount of contract(s)					
TOTAL POINTS	100	93	57	67	55
RANKING		1st	3rd	2nd	4th
COMMENTS				Site visit removed vendor from consideration due to insufficient repair facility capacity.	

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and Corn's Collision Center, Inc. (the “Contractor”), for the following work:
Vehicle Painting and Body Repair Services, as described in RFP 22-065
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Fifty Thousand and 00 /100 Dollars (\$ 150,000.00).

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

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

☐ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:
_____.

OR

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

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

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV INSURANCE

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

4.02 The Contractor’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “C”**.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

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

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

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

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

- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

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

ARTICLE V INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLLEGE STATION

CORN'S COLLISION CENTER,
INC.

Attn: Troy Pemberton

Attn: Brandon Corn

PO BOX 9960

1111 South Market Street

1101 Texas Ave

Hearne, TX 77859

College Station, TX 77842

tpemberton@cstx.gov

cornscollisioncenter@gmail.com

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

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

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

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

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not

boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

List of Exhibits

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

CORN'S COLLISION CENTER, INC.

CITY OF COLLEGE STATION

By: Brandon Corn

Printed Name: Brandon Corn

Title: President

Date: 9/22/2022

By: _____

City Manager

Date: _____

APPROVED:

John A. Haislet

City Attorney

Date: 9/23/2022

Jim Carter

Assistant City Manager/CFO

Date: 9/22/2022

EXHIBIT A
SCOPE OF SERVICES

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

Contract is for Vehicle Painting and Body Repair Services, to include but not be limited to removing dents, repairing collision damage, rust removal, painting all or portions of vehicle bodies, hail damage, etc. as called for in the solicitation documents, specifications and Bid Form; as described in RFP 22-065.

Reference contractors proposal attached.

EXHIBIT B
PAYMENT SCHEDULE

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

-OR-

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

Schedule of Payment for each phase:

Vehicle Painting and Body Repair Services (as needed)

Not to Exceed: \$150,000

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 22300630
General Service Contract
Form 08-10-2021



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

09/16/2022

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

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

PRODUCER SIG Insurance Services, LLC 2751 Nash Street Suite 100 Bryan TX 77802	CONTACT NAME: Angie Estlund PHONE (A/C, No, Ext): (979)703-4421 E-MAIL ADDRESS: angie.estlund@sig4you.com FAX (A/C, No): (979)703-4426
INSURED CORNS COLLISION CENTER INC 1111 S MARKET ST HEARNE TX 77859	INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters Specialty Ins Co INSURER B: Texas Mutual INSURER C: Travelers INSURER D: INSURER E: INSURER F:
	NAIC # 22945

COVERAGES PROD / CUSTOMER ID: 00089511

CERTIFICATE #: CL2082652091

REVISION #:

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	☒ GARAGE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y		MP0042023011823	08/23/2022	08/23/2023	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 2,000,000
A	☐ GARAGE KEEPERS LIABILITY LEGAL LIABILITY DIRECT BASIS ☒ PRIMARY ☐ EXCESS			MP0042023011823	08/23/2022	08/23/2023	☒ COMP / OTC LOC 01 \$ 500,000 ☐ SPECIFIED PERILS LOC 02 \$ ded 1,000 ☒ COLLISION LOC 01 \$ 500,000 LOC 02 \$ ded 1,000
A	☐ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		MP0042023011823	08/23/2022	08/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N Y	N/A	0002003023	09/14/2022	09/14/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	COMMERCIAL AUTO			BA7T900964	08/23/2022	08/23/2023	Liability limits \$ 1,000,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.

This policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the

CERTIFICATE HOLDER

CANCELLATION

CITY OF COLLEGE STATION
PO BOX 9960
1101 TEXAS AVE
COLLEGE STATION TX 77842

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

AUTHORIZED REPRESENTATIVE

© 2010-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00089511

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY SIG Insurance Services, LLC		NAMED INSURED CORNS COLLISION CENTER INC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 30 FORM TITLE: Certificate of Garage Insurance: Remarks

named insured and the certificate holder that requires it. The City of College Station has it required in their contract.

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and George's Paint and Body (the “Contractor”), for the following work:
Vehicle Painting and Body Repair Services, as described in RFP 22-065
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Fifty Thousand and 00 /100 Dollars (\$ 150,000.00).

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

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

☐ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:
_____.

OR

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

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

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV INSURANCE

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

4.02 The Contractor’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “C”**.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

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

- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

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

ARTICLE V INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLLEGE STATION

GEORGE'S PAINT AND BODY

Attn: Troy Pemberton

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

tpemberton@cstx.gov

Attn: Silas Garrett

200 E.32nd St.

Bryan, TX 77803

assignments@georgespaintandbody.com

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

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

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

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

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not

boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

List of Exhibits

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

GEORGE'S PAINT AND BODY

By: Silas Garrett Jr.

Printed Name: Silas Garrett Jr.

Title: owner

Date: 9/27/2022

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

John A. Haislet

City Attorney

Date: 9/28/2022

[Signature]

Assistant City Manager/CFO

Date: 9/28/2022

EXHIBIT A
SCOPE OF SERVICES

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

Contract is for Vehicle Painting and Body Repair Services, to include but not be limited to removing dents, repairing collision damage, rust removal, painting all or portions of vehicle bodies, hail damage, etc. as called for in the solicitation documents, specifications and Bid Form; as described in RFP 22-065.

Reference contractors proposal attached.

EXHIBIT B
PAYMENT SCHEDULE

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

-OR-

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

Schedule of Payment for each phase:

Vehicle Painting and Body Repair Services (as needed)

Not to Exceed: \$150,000

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 22300763
General Service Contract
Form 08-10-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2022

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

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

PRODUCER Beal & Winn Insurance Agency, LLC 3207 Briarcrest Drive Bryan TX 77802		CONTACT NAME: Sandy Whitaker PHONE (A/C, No, Ext): (979) 268-1500 FAX (A/C, No): (979) 846-1979 E-MAIL ADDRESS: sandy@bealinsurance.com	
INSURED George's Paint & Body, LLC 200 E. 32nd Street Bryan TX 77803		INSURER(S) AFFORDING COVERAGE INSURER A: American Hallmark Insurance Company INSURER B: The Hartford Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2141509213**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			44-PB-000630697-02	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			44-PB-000630697-02	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			44-PB-000630697-02	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	61WECASIDUB-004	05/01/2022	05/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Property Garage Keepers			44-PB-000630697-02	05/01/2022	05/01/2023	Business contents \$315,000 GK limits \$1,000,000

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

General Liability policy contains blanket Additional Insured and Waiver of Subrogation endorsements for the Certificate Holder when there is a written contract. Coverage is primary and non-contributory. Workers Compensation policy includes a blanket Waiver of Subrogation endorsement for parties of the written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station 1101 Texas Avenue South College Station TX 77840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dallas A. Winn, LLC</i>
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October 13, 2022
Item No. 8.3.
Switch Station Substation Upgrades Construction Contract

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract with Altitude Energy, LLC in the amount of \$2,004,933.85.

Summary: Switch Station Substation was originally designed with one 15 MVA power transformer. Several years later, a second 25 MVA power transformer was installed to respond to the load growth in the area. In order to facilitate additional capacity, security, and reliability to this substation, COCS is conducting the following upgrades: replacement of the original 15 MVA power transformer with a 25 MVA transformer; installation of a 10' precast concrete security wall, secure entrance gates and perimeter cameras; and relay protection upgrades to the connected Post Oak Substation transmission line. Proposals for RFP #22-072 were received on August 31, 2022. After evaluating three (3) proposals using the Combined Average Evaluation Sheet, COCS recommends awarding the contract to Altitude Energy, LLC, as this contractor provides the best value to the City according to the evaluation factors.

Budget & Financial Summary: This project was approved as part of the FY22 Electric Capital Improvements Budget. Funding for the project is budgeted in the Electric Utility Capital Improvements Project Fund.

Attachments:

1. 22-072 Evaluation Summary Sheet
2. Contract is available for review in the City Secretary's Office

RFP 22-072 Switch Station Substation Construction - Proposal Evaluation Summary

	2nd	1st	3rd
VENDOR	BIANCHI ELECTRIC, LLC	Altitude Energy, LLC	Irby Construction Company
	Indianapolis, IN	Keenesburg, CO	Richland, MS
Ranking	86	95	82
Comments	Lacking similar project experience. Only using one subcontractor for 70% of work? No testing/commissioning subcontractor listed. A lot of info is missing on past project amounts/number of contracts in progress.	Included a great list of Subcontractors for 70% of work on the project. Seems to have a good understanding of the overall scope of work here, and that is seen with their unit pricing.	Included a lot of redlines to the contract. Did not call Aber fence to determine wall construction timeline, 12 days is impossible. Confused on their interpretation of 138 kV bus work.
BASE PROPOSAL	\$ 1,954,319.66	\$ 2,004,933.85	\$ 2,154,909.00
CALENDAR DAYS TO SUBSTANTIAL COMPLETION	150 (Feb 13, 2023)	150 (March 24, 2023)	150 (April 16, 2023)

Contract 22300604 is available for review in the City Secretary's office.

October 13, 2022

Item No. 8.4.

Purchase of Microsoft Teams Room System for City Hall

Sponsor: Sam Rivera

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Core Services & Infrastructure

Recommendation(s): Staff respectfully recommends approval of the purchase of the Microsoft Teams Room System for City Hall.

Summary: Microsoft Teams System is a mixture of hardware and software solutions to enhance video conferencing experience. Microsoft Teams was introduced as part of the Office 365 upgrade in 2019. Staff currently utilizes Microsoft Teams for virtual meetings with the internal and outside entities. Although the Teams rooms system primary focus is to use the Microsoft Teams virtual meeting software it can be used to attend Zoom, Webex or any other meeting solution. The purchase includes video cameras, sound bars, microphones and a desktop control pad for each conference room listed below along with an outside display that shows the schedule for the conference room. The purchase also includes reprogramming our current conference room system for seamless integration.

The following conference rooms will be equipped with the Teams Rooms:

4141 Bush Community Room
Heart of Aggieland Conference Room
Planning and Development Conference Room
City Secretary's Office Conference Room
Human Resources Conference Room
Information Technology Conference Room
Public Communications Conference Room
Finance Conference Room
City Manager's Office Conference Room
City Auditor's Office Conference Room
Community Services Conference Room
City Attorney's Office Conference Room

Budget & Financial Summary: Funds for this Teams Room purchase will be through the New City Hall project account GG1801.

Attachments:

1. 22300722 --Avinext

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

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

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Two Hundred Ninety-Two Thousand Nine Hundred Ninety-Eight and 44 /100 **Dollars (\$ 292,998.44)**.

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

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

☒ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates: March 2023.

OR

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

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

**ARTICLE II
CHANGE ORDERS**

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

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

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

ARTICLE IV INSURANCE

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

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

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

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

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Contract; shall be attached to this Contract as Exhibit C; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Contract. Deductibles shall be named on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

- (a) Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.

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

ARTICLE V INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of College Station

Attn: Dan Merkel

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

dmerkel@cstx.gov

The Personal Computer Store, Inc.

dba Avinext

Attn: John Crockett

1400 University Dr East

College Station, TX 77840

crockett@avinext.com

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

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

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

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

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

List of Exhibits

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

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

See Attached Scope of Work



AV SAVVY. NETWORK SMART.

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

Quotation

Quote #	Date
200708	08/17/22
Sales Rep	
Robert Abt 979-846-9727 Ext. 205 abt@Avinext.com	

For	Phones			
Dan Merkel City of College Station 1101 Texas Avenue College Station, TX 77840 United States	(979) 764-3498			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days		Will Call STD

	Part	Description	Qty	Price	Ext. Price
1	COMTAMU19	TAMU Contract C20201408 - MultiMedia Equipment, Supplies & Services	1		
2					
3					
4		Bush Community Room - 1104	1	\$28,253.04	\$28,253.04
5	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
6	SER10007	(12) Avinext A/V Technician	12	\$95.00	\$1,140.00
7	SER10008	(12) Avinext Lead A/V Technician	12	\$125.00	\$1,500.00
8	SER100080	(24) Avinext Lead A/V Programmer	24	\$160.00	\$3,840.00
9	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
10	CBL-HD-20	Crestron CBL-HD-20 Crestron® Certified HDMI® Interface Cable, 18 Gbps, 20 ft (6.1 m)	1	\$69.00	\$69.00
11	CBL-HD-6	Crestron CBL-HD-6 Crestron® Certified HDMI® Interface Cable, 18 Gbps, 6 ft (1.8 m)	1	\$35.00	\$35.00
12	AR-MDPM-HDF	LWC AR-MDPM-HDF CABLE ADAPTER MDP-HD 5" BLACK	1	\$25.17	\$25.17
13	BNUC11TNKi70001	Intel NUC 11 Pro Kit Slim NUC11TNKi7 with US Cord	1	\$669.50	\$669.50
14	DIGI-USB2	LWC DIGI-USB2 USB 2.0 EXTENDER SET	1	\$484.33	\$484.33
15	KF432S20IB/16	16GB 3200MHz DDR4 CL20 SODIMM FURY Impact	1	\$64.34	\$64.34
16	SFYRS/500G	500G Kingston FURY Renegade PCIe 4.0 NVMe M.2 SSD	1	\$78.59	\$78.59
17	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
18	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
19	22-1P-CMP-EZ-BLK	(40) LWC 22-1P-CMP-EZ-BLK QWIKSTRIP 22/1P AUDIO CMP BLK	40	\$0.29	\$11.60
20	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
21	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00

	Part	Description	Qty	Price	Ext. Price
22	E-USB3AB-06	LWC E-USB3AB-06 USB 3.0 MOLDED AM-BM 6' BLACK	1	\$5.39	\$5.39
23	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
24	PC6B015BK	(8) LWC PC6B015BK CAT6 UTP PATCH 15' BLACK	8	\$8.29	\$66.32
25	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
26	FQC-10529	Windows 11 Pro 64 Bit 1 Pack - OEM - DVD - PC	1	\$149.00	\$149.00
27	SLQUD-110-P	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1	\$171.00	\$171.00
28	CORE 110f	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1	\$3,169.20	\$3,169.20
29	PTZ-12X72	QSC PTZ-12x72 Q-SYS PoE camera for AV-to-USB Bridging. 12x Optical Zoom 72° horizontal field of view. For small to medium conference rooms. Includes Lan, 3G-SDI and HDMI; includes a PTZ-WMB1 (Wall Mount Bracket).	1	\$3,500.00	\$3,500.00
30	PTZ-CMB1	QSC PTZ-CMB1 Accessory Ceiling Mount Bracket for PTZ Camera, NC-12x80 and NC-20x60.	1	\$117.80	\$117.80
31	A710-TB	(4) Shure A710-TB TILE BRIDGE FOR 2 FT MXA710	4	\$120.00	\$480.00
32	MXA710W-4FT	(2) Shure MXA710W-4FT LINEAR ARRAY MIC, WHITE, 4 FT	2	\$3,449.60	\$6,899.20
33					
34					
35		Large Conference Rooms - 1506	1	\$18,063.71	\$18,063.71
36	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
37	SER10007	(12) Avinext A/V Technician	12	\$95.00	\$1,140.00
38	SER10008	(12) Avinext Lead A/V Technician	12	\$125.00	\$1,500.00
39	SER100080	(16) Avinext Lead A/V Programmer	16	\$160.00	\$2,560.00
40	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
41	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20
42	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
43	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
44	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
45	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
46	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
47	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56
48	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
49	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
50	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
51	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04

	Part	Description	Qty	Price	Ext. Price
52	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling supplies USB data and power	1	\$387.03	\$387.03
53	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
54	952-000009	With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo	1	\$969.03	\$969.03
55	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87
56					
57					
58		Large Conference Rooms - 2302	1	\$18,063.71	\$18,063.71
59	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
60	SER10007	(12) Avinext A/V Technician	12	\$95.00	\$1,140.00
61	SER10008	(12) Avinext Lead A/V Technician	12	\$125.00	\$1,500.00
62	SER100080	(16) Avinext Lead A/V Programmer	16	\$160.00	\$2,560.00
63	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
64	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20
65	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
66	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
67	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
68	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
69	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
70	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56
71	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
72	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
73	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
74	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
75	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling supplies USB data and power	1	\$387.03	\$387.03
76	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
77	952-000009		1	\$969.03	\$969.03

	Part	Description	Qty	Price	Ext. Price
		With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo			
78	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87
79					
80					
81		Large Conference Rooms - 2406	1	\$18,063.71	\$18,063.71
82	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
83	SER10007	(12) Avinext A/V Technician	12	\$95.00	\$1,140.00
84	SER10008	(12) Avinext Lead A/V Technician	12	\$125.00	\$1,500.00
85	SER100080	(16) Avinext Lead A/V Programmer	16	\$160.00	\$2,560.00
86	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
87	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20
88	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
89	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
90	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
91	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
92	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
93	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56
94	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
95	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
96	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
97	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
98	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling supplies USB data and power	1	\$387.03	\$387.03
99	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
100	952-000009	With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo	1	\$969.03	\$969.03
101	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87

	Part	Description	Qty	Price	Ext. Price
102					
103					
104		Large Conference Rooms - 2718	1	\$18,063.71	\$18,063.71
105	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
106	SER10007	(12) Avinext A/V Technician	12	\$95.00	\$1,140.00
107	SER10008	(12) Avinext Lead A/V Technician	12	\$125.00	\$1,500.00
108	SER100080	(16) Avinext Lead A/V Programmer	16	\$160.00	\$2,560.00
109	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
110	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20
111	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
112	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
113	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
114	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
115	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
116	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56
117	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
118	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
119	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
120	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
121	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling supplies USB data and power	1	\$387.03	\$387.03
122	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
123	952-000009	With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo	1	\$969.03	\$969.03
124	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87
125					
126					
127		Large Conference Rooms - 3303	1	\$18,063.71	\$18,063.71
128	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
129	SER10007	(12) Avinext A/V Technician	12	\$95.00	\$1,140.00

	Part	Description	Qty	Price	Ext. Price
130	SER10008	(12) Avinext Lead A/V Technician	12	\$125.00	\$1,500.00
131	SER100080	(16) Avinext Lead A/V Programmer	16	\$160.00	\$2,560.00
132	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
133	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20
134	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
135	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
136	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
137	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
138	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
139	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56
140	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
141	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
142	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
143	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
144	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling supplies USB data and power	1	\$387.03	\$387.03
145	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
146	952-000009	With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo	1	\$969.03	\$969.03
147	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87
148					
149					
150		Large Conference Rooms - 3404	1	\$18,063.71	\$18,063.71
151	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
152	SER10007	(12) Avinext A/V Technician	12	\$95.00	\$1,140.00
153	SER10008	(12) Avinext Lead A/V Technician	12	\$125.00	\$1,500.00
154	SER100080	(16) Avinext Lead A/V Programmer	16	\$160.00	\$2,560.00
155	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
156	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20

	Part	Description	Qty	Price	Ext. Price
157	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
158	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
159	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
160	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
161	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
162	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56
163	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
164	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
165	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
166	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
167	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling supplies USB data and power	1	\$387.03	\$387.03
168	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
169	952-000009	With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo	1	\$969.03	\$969.03
170	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87
171					
172					
173		Non-Standard Conference Room - 3602	1	\$24,436.11	\$24,436.11
174	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
175	SER10007	(12) Avinext A/V Technician	12	\$95.00	\$1,140.00
176	SER10008	(12) Avinext Lead A/V Technician	12	\$125.00	\$1,500.00
177	SER100080	(24) Avinext Lead A/V Programmer	24	\$160.00	\$3,840.00
178	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
179	CBL-HD-12	Crestron CBL-HD-12 Crestron® Certified HDMI® Interface Cable, 18 Gbps, 12 ft (3.6 m)	1	\$49.00	\$49.00
180	CBL-HD-6	Crestron CBL-HD-6 Crestron® Certified HDMI® Interface Cable, 18 Gbps, 6 ft (1.8 m)	1	\$35.00	\$35.00
181	AR-MDPM-HDF	LWC AR-MDPM-HDF CABLE ADAPTER MDP-HD 5" BLACK	1	\$25.17	\$25.17
182	BNUC11TNKI70001	Intel NUC 11 Pro Kit Slim NUC11TNKI7 with US Cord	1	\$669.50	\$669.50
183	DIGI-USB2	LWC DIGI-USB2 USB 2.0 EXTENDER SET	1	\$484.33	\$484.33
184	KF432S20IB/16	16GB 3200MHz DDR4 CL20 SODIMM FURY Impact	1	\$64.34	\$64.34

	Part	Description	Qty	Price	Ext. Price
185	SFYRS/500G	500G Kingston FURY Renegade PCIe 4.0 NVMe M.2 SSD	1	\$78.59	\$78.59
186	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
187	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
188	22-1P-CMP-EZ-BLK	(40) LWC 22-1P-CMP-EZ-BLK QWIKSTRIP 22/1P AUDIO CMP BLK	40	\$0.29	\$11.60
189	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
190	E-USB3AB-06	LWC E-USB3AB-06 USB 3.0 MOLDED AM-BM 6' BLACK	1	\$5.39	\$5.39
191	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
192	PC6B015BK	(7) LWC PC6B015BK CAT6 UTP PATCH 15' BLACK	7	\$8.29	\$58.03
193	FQC-10529	Windows 11 Pro 64 Bit 1 Pack - OEM - DVD - PC	1	\$149.00	\$149.00
194	SLQUD-110-P	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1	\$171.00	\$171.00
195	CORE 110f	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1	\$3,169.20	\$3,169.20
196	PTZ-12X72	QSC PTZ-12x72 Q-SYS PoE camera for AV-to-USB Bridging. 12x Optical Zoom 72° horizontal field of view. For small to medium conference rooms. Includes Lan, 3G-SDI and HDMI; includes a PTZ-WMB1 (Wall Mount Bracket).	1	\$3,500.00	\$3,500.00
197	PTZ-CMB1	QSC PTZ-CMB1 Accessory Ceiling Mount Bracket for PTZ Camera, NC-12x80 and NC-20x60.	1	\$117.80	\$117.80
198	A710-TB	(2) Shure A710-TB TILE BRIDGE FOR 2 FT MXA710	2	\$120.00	\$240.00
199	MXA710W-4FT	Shure MXA710W-4FT LINEAR ARRAY MIC, WHITE, 4 FT	1	\$3,449.60	\$3,449.60
200					
201					
202		Small / Med Conference Rooms - 1302	1	\$14,283.71	\$14,283.71
203	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
204	SER10007	(5) Avinext A/V Technician	5	\$95.00	\$475.00
205	SER10008	(5) Avinext Lead A/V Technician	5	\$125.00	\$625.00
206	SER100080	(2) Avinext Lead A/V Programmer	2	\$160.00	\$320.00
207	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
208	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20
209	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
210	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
211	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
212	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
213	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
214	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56

	Part	Description	Qty	Price	Ext. Price
215	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
216	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
217	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
218	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
219	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling supplies USB data and power	1	\$387.03	\$387.03
220	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
221	952-000009	With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo	1	\$969.03	\$969.03
222	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87
223					
224					
225		Small / Med Conference Rooms - 1711	1	\$14,283.71	\$14,283.71
226	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
227	SER10007	(5) Avinext A/V Technician	5	\$95.00	\$475.00
228	SER10008	(5) Avinext Lead A/V Technician	5	\$125.00	\$625.00
229	SER100080	(2) Avinext Lead A/V Programmer	2	\$160.00	\$320.00
230	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
231	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20
232	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
233	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
234	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
235	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
236	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
237	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56
238	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
239	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
240	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
241	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
242	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling	1	\$387.03	\$387.03

	Part	Description	Qty	Price	Ext. Price
		supplies USB data and power			
243	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
244	952-000009	With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo	1	\$969.03	\$969.03
245	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87
246					
247					
248		Small / Med Conference Rooms\3003	1	\$14,283.71	\$14,283.71
249	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
250	SER10007	(5) Avinext A/V Technician	5	\$95.00	\$475.00
251	SER10008	(5) Avinext Lead A/V Technician	5	\$125.00	\$625.00
252	SER100080	(2) Avinext Lead A/V Programmer	2	\$160.00	\$320.00
253	TSS-770-T-B-S-LB KIT	Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	1	\$1,122.00	\$1,122.00
254	26-663-12	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	1	\$70.20	\$70.20
255	26-663-06	(2) Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	2	\$55.90	\$111.80
256	100036	(2) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	2	\$0.17	\$0.34
257	11108080034	(2) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	2	\$0.45	\$0.90
258	24-4P-P-L6-EN-BLK	(100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	100	\$0.50	\$50.00
259	24-4P-P-L6SH-BLK	(100) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	100	\$0.89	\$89.00
260	E-USB3.1AC-1M	LWC E-USB3.1AC-1M USB 3.1 MOLDED AM-CM 3A 1M BLK	1	\$8.56	\$8.56
261	E-USBAB-6	LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	1	\$5.32	\$5.32
262	PC6B001BK	LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	1	\$2.65	\$2.65
263	PC6B007BK	(2) LWC PC6B007BK CAT6 UTP PATCH 7' BLACK	2	\$4.97	\$9.94
264	RJ45-STP-L6	(2) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	2	\$5.02	\$10.04
265	952-000019	Logitech 952-000019 Cat5e Kit for Logitech Tap - Includes all cabling, power supply, and adapters to connect Logitech Tap to a meeting room computer Standard Cat5e cabling supplies USB data and power	1	\$387.03	\$387.03
266	939-001802	Logitech 25M Strong USB 3.1 Cable. With up to 8x the reach of ordinary USB 3.x cables, Logitech Strong USB lets you separate USB peripherals and a host PC by up to 25 meters. The aramid-reinforced act	1	\$581.03	\$581.03
267	952-000009	With a single USB connection, Logitech Swytch links laptops to a meeting room's AV equipment so people can meet, present, and stream over any service. BYOM (bring your own meeting) laptop link for roo	1	\$969.03	\$969.03

	Part	Description	Qty	Price	Ext. Price
268	TAPRAPMSTINT	BUNDLE TAPRAPMSTINT= 939001950 + 994000082 + 939001825 + 960001225 + 939001644 + 939001647 + MSTLOGNUC11TNKI + TAPMIC8X13 + TAPMIC8X13A3 Logitech Tap with Cat5e Kit + Logitech Jumpstart + Tap PC Mou	1	\$4,945.87	\$4,945.87
269					
270					
271		Split/Combine Room - 3001	1	\$55,101.90	\$55,101.90
272	SER10007	(24) Avinext A/V Technician	24	\$95.00	\$2,280.00
273	SER500860	(36) Avinext AV Managed Services - Gold	36	\$125.00	\$4,500.00
274	SER10008	(24) Avinext Lead A/V Technician	24	\$125.00	\$3,000.00
275	SER100080	(52) Avinext Lead A/V Programmer	52	\$160.00	\$8,320.00
276	TSS-770-T-B-S-LB KIT	(2) Crestron TSS-770-T-B-S-LB KIT 7 in. Room Scheduling Touch Screen for Microsoft Teams® Software, Black Smooth, includes one TSW-770-LB-B-S light bar	2	\$1,122.00	\$2,244.00
277	CBL-HD-20	(2) Crestron CBL-HD-20 Crestron® Certified HDMI® Interface Cable, 18 Gbps, 20 ft (6.1 m)	2	\$69.00	\$138.00
278	CBL-HD-6	(2) Crestron CBL-HD-6 Crestron® Certified HDMI® Interface Cable, 18 Gbps, 6 ft (1.8 m)	2	\$35.00	\$70.00
279	CRESNET-P-TL	(100) Crestron Control Cable, plenum, teal (FT)	100	\$0.62	\$62.00
280	GLS-PART-CN	Crestron GLS-PART-CN Cresnet® Partition Sensor	1	\$482.00	\$482.00
281	TSW-1070-B-S	(2) Crestron TSW-1070-B-S 10.1 in. Wall Mount Touch Screen, Black Smooth	2	\$1,925.00	\$3,850.00
282	AR-MDPM-HDF	(2) LWC AR-MDPM-HDF CABLE ADAPTER MDP-HD 5" BLACK	2	\$25.17	\$50.34
283	BNUC11TNKi70001	(2) Intel NUC 11 Pro Kit Slim NUC11TNKi7 with US Cord	2	\$669.50	\$1,339.00
284	DIGI-USB2	(2) LWC DIGI-USB2 USB 2.0 EXTENDER SET	2	\$484.33	\$968.66
285	KF432S20IB/16	(2) 16GB 3200MHz DDR4 CL20 SODIMM FURY Impact	2	\$64.34	\$128.68
286	SFYRS/500G	(2) 500G Kingston FURY Renegade PCIe 4.0 NVMe M.2 SSD	2	\$78.59	\$157.18
287	100036	(4) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	4	\$0.17	\$0.68
288	11108080034	(4) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	4	\$0.45	\$1.80
289	22-1P-CMP-EZ-BLK	(40) LWC 22-1P-CMP-EZ-BLK QWIKSTRIP 22/1P AUDIO CMP BLK	40	\$0.29	\$11.60
290	24-4P-P-L6-EN-BLK	(200) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	200	\$0.50	\$100.00
291	24-4P-P-L6SH-BLK	(200) LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	200	\$0.89	\$178.00
292	E-USB3AB-06	LWC E-USB3AB-06 USB 3.0 MOLDED AM-BM 6' BLACK	1	\$5.39	\$5.39
293	E-USBAB-6	(3) LWC E-USBAB-6 USB 2.0 MOLDED AM-BM 6' BLACK	3	\$5.32	\$15.96
294	PC6B001BK	(4) LWC PC6B001BK CAT6 UTP PATCH 1' BLACK	4	\$2.65	\$10.60
295	PC6B015BK	(12) LWC PC6B015BK CAT6 UTP PATCH 15' BLACK	12	\$8.29	\$99.48
296	RJ45-STP-L6	(4) LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	4	\$5.02	\$20.08
297	FQC-10529	(2) Windows 11 Pro 64 Bit 1 Pack - OEM - DVD - PC	2	\$149.00	\$298.00
298	SLQUD-110-P	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1	\$171.00	\$171.00

	Part	Description	Qty	Price	Ext. Price
299	CORE 110f	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1	\$3,169.20	\$3,169.20
300	I/O-USB BRIDGE	QSC : I/O-USB Bridge	1	\$1,436.25	\$1,436.25
301	PTZ-12X72	(2) QSC PTZ-12x72 Q-SYS PoE camera for AV-to-USB Bridging. 12x Optical Zoom 72° horizontal field of view. For small to medium conference rooms. Includes Lan, 3G-SDI and HDMI; includes a PTZ-WMB1 (Wall Mount Bracket).	2	\$3,500.00	\$7,000.00
302	PTZ-CMB1	(2) QSC PTZ-CMB1 Accessory Ceiling Mount Bracket for PTZ Camera, NC-12x80 and NC-20x60.	2	\$117.80	\$235.60
303	A710-TB	(8) Shure A710-TB TILE BRIDGE FOR 2 FT MXA710	8	\$120.00	\$960.00
304	MXA710W-4FT	(4) Shure MXA710W-4FT LINEAR ARRAY MIC, WHITE, 4 FT	4	\$3,449.60	\$13,798.40
305					
306					
307	HDWMOUNT	Mounting Hardware	1	\$500.00	\$500.00
308	HDWRACKLG	Miscellaneous Rack Hardware - Large	1	\$700.00	\$700.00
309	SER100014	Avinext Project Manager	100	\$125.00	\$12,500.00
310	SER10009	Avinext Lead A/V Designer	12	\$160.00	\$1,920.00
311	WARO3	3 Year On-Site Warranty	1	\$18,225.00	\$18,225.00
312	B07HY5HYJZ	Official Hardware & Network Agent for The Domotz Pro Platform	1	\$129.00	\$129.00

SubTotal \$292,998.44

Sales Tax \$0.00

Shipping \$0.00

Total \$292,998.44

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

**EXHIBIT B
PAYMENT SCHEDULE**

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

-OR-

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

Schedule of Payment for each phase:

First Payment:

Payment for Hardware (Quote#QWKQ 200708) upon receipt of mdse at Avinext, Inventory of Order & acceptance by CSU Technology Staff and invoice	\$ 176,029.44
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Second Payment:

Payment for Installation of entire inventory at the various locations listed in Exhibit A upon completion, and Avinext Managed Services Gold acceptance of work and invoice processing	116,969.00
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Grand Total of Microsoft Teams Upgrade	\$ 292,998.44
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Contract No. 22300722
General Service Contract
The Personal Computer Store, Inc. dba Avinext
Form 09-01-2021

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 22300722
General Service Contract
The Personal Computer Store, Inc. dba Avinext
Form 09-01-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2022

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

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

PRODUCER Anco Insurance PO Box 3889 Bryan, TX 77805	CONTACT NAME: Dottie Vandagriff	
	PHONE (A/C, No, Ext): (979) 774-6262	FAX (A/C, No): (979) 774-5372
	E-MAIL ADDRESS: vandagriff@anco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Travelers Indemnity Company Of America	25666
	INSURER B : Travelers Property Casualty Company Of America	36161
	INSURER C : Farmington Casualty Company	41483
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

The Personal Computer Store, Inc. dba Avinext
1400 University Drive East
College Station, TX 77840-2335

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			ZLP41M7047722I5	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA1L88862022I5G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP3L86690042	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB0J58158A22I5G	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	☒ Professional			ZPL21N84899	1/1/2022	1/1/2023	Cyber Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference Contract #22300722 - Microsoft Teams Upgrade for City of College Station

Additional Insured and Waiver of Subrogation are included for City of College Station as per attached forms CGD417, CGT100, CAT353 and WC4203. 30 Day Notice of Cancellation is included.

CERTIFICATE HOLDER

CANCELLATION

City of College Station
Attn: Risk Management
P. O. Box 9960
College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which

damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is:
 - (a) Chartered with a pilot to any insured;
 - (b) Not owned by any insured; and
 - (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any pre-

arranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6.

of Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or

repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges

any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos,

asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that

person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products–Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual

loss of earnings up to \$500 a day because of time off from work.

- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

- (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I - Coverages - Coverage B - Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

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

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

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer

worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

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

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

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

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to

COMMERCIAL GENERAL LIABILITY

provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

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

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a

partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) An executive officer or director of any other organization; or
- (iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III - Limits Of Insurance** or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III - Limits of Insurance** applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is insurance for "premises damage";
 - (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
 - (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II - Who Is An Insured**, except when Paragraph d. below applies; or
 - (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section

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

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

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

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

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

- a. Means injury caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

- (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

- (a) Appropriates a person's name, voice, photograph or likeness; or

- (b) Unreasonably places a person in a false light; or

- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- By radio or television; or
 - In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - Radio or television programming being transmitted;
 - Other entertainment, educational, instructional, music or news programming being transmitted; or
 - Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in Paragraph a. above;
 - The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or

- (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I - Coverage A - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and

arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the

time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

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

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

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

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

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

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

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

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

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

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

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

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

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

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

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

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

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

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

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

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

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

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

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

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

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

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

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

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

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

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

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

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

manufacturer, and then repackaged in the original container;

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

Coverage under this provision does not apply to:

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

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. MEDICAL PAYMENTS - INCREASED LIMIT

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

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

and will be the higher of:

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

M. BLANKET WAIVER OF SUBROGATION

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

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

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

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY - RAILROADS

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

O. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

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

CC: 000 D689

001

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1069

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

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

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

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

COMMERCIAL AUTO

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) - 001

POLICY NUMBER: UB-0J58158A-22-I5-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: \$ **SEE SCHEDULE**

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 12-29-21

ST ASSIGN:

Page 1 of 1

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CC: 000 D689
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917
* O C O O 2 41M70477

POLICY NUMBER: ZLP-41M70477-22-I5

ISSUE DATE: 12/29/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation:

Number of Days Notice: 30

Person or organization:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

Address:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US – TEXAS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

PROVISIONS:

- A.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

POLICY NUMBER: UB-0J58158A-22-I5-G

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US ENDORSEMENT

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

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

SCHEDULE

NUMBER OF DAYS 30

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 12-29-21 ST ASSIGN:

Page 1 of 1

October 13, 2022

Item No. 8.5.

ESRI three-year software license and subscription agreement

Sponsor: Sam Rivera

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Sustainable City, Core Services & Infrastructure, Good Governance

Recommendation(s): CIO recommends approval of the contract.

Summary: This contract renewal is to renew the subscription for ESRI GIS Enterprise License Agreement (ELA), customer support, four (4) licenses of Business Analyst, and ten (10) passes for software training. ESRI is the mapping and GIS software used by all departments across the City, keeping the City on one platform to save costs and maximize effectiveness of a unified platform and solution.

ESRI software is not only our GIS and mapping solution that our employees use for geographic analysis and solutions, it also provides the platform to communicate our geographic information with the public and private sector.

The City has used ESRI as our GIS solution since 1992. This agreement allows us to have the widest selection of ESRI's software and support deemed most valuable for small governments.

Budget & Financial Summary: Purchase of the Populations of 100,001 to 125,000 Small Government Term Enterprise licenses for Year 1,2 and 3 (\$247,500.00) will be funded through the IT Department Business Systems Software Maintenance account. Purchase of the ArcGIS Business Analyst Web App Standard Online Annual Subscription for Year 1,2, and 3 (\$960.00) will be funded through the Planning And Development Department Software Maintenance account. Purchase of the Esri Training Pass per Day One Year Term for year 1,2 and 3 (\$23,370.00) will be funded through the IT Department GIS Training account.

Attachments:

1. 22300773 ESRI Agreement



September 13, 2022

Mr. Brett Blankner
City of College Station
310 Krenek Tap Rd
College Station, TX 77840-5023

Dear Brett,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Phillip White



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Quotation # Q-480032

Date: September 13, 2022

Customer # 15309 Contract # ENTERPRISE AGREEMENT

City of College Station
Information Technology Dept
310 Krennek Tap Rd
College Station, TX 77840-5023

ATTENTION: Brett Blankner
PHONE: (979) 764-3633
EMAIL: bblankner@cstx.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/13/2022 To: 12/12/2022

Material	Qty	Term	Unit Price	Total
168180	1	Year 1	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168180	1	Year 2	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168180	1	Year 3	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
178625	4		\$80.00	\$320.00
ArcGIS Business Analyst Web App Standard Online Annual Subscription				
178625	4		\$80.00	\$320.00
ArcGIS Business Analyst Web App Standard Online Annual Subscription				
178625	4		\$80.00	\$320.00
ArcGIS Business Analyst Web App Standard Online Annual Subscription				
174382	10		\$779.00	\$7,790.00
Esri Training Pass per Day One Year Term				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Phillip White	Email: pwhite@esri.com	Phone: (909) 793-2853 x5803
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-480032

Date: September 13, 2022

Customer # 15309 Contract # ENTERPRISE AGREEMENT

City of College Station
Information Technology Dept
310 Krenek Tap Rd
College Station, TX 77840-5023

ATTENTION: Brett Blankner
PHONE: (979) 764-3633
EMAIL: bblankner@cstx.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/13/2022 To: 12/12/2022

Material	Qty	Term	Unit Price	Total
174382	10		\$779.00	\$7,790.00
Esri Training Pass per Day One Year Term				
174382	10		\$779.00	\$7,790.00
Esri Training Pass per Day One Year Term				

Subtotal:	\$271,830.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$271,830.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Phillip White

Email:
pwhite@esri.com

Phone:
(909) 793-2853 x5803

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-4)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 500 ArcGIS Online Viewers
 500 ArcGIS Online Creators
 62,500 ArcGIS Online Service Credits
 500 ArcGIS Enterprise Creators
 7 ArcGIS Insights in ArcGIS Enterprise
 7 ArcGIS Insights in ArcGIS Online
 100 ArcGIS Tracker for ArcGIS Enterprise
 100 ArcGIS Tracker for ArcGIS Online
 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 5 ArcGIS Utility Network User Type Extensions (Enterprise)
 5 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of College Station, TX
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Brett Blankner

Telephone: 979-764-3633

Address: 1101 Texas Ave

Fax: N/A

City, State, Postal Code: College Station, TX 77808

E-mail: bblankner@cstx.gov

Country: United States

Quotation Number (if applicable): Q-480032

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ESRI TECHNOLOGY SERVICES INSURANCE & TECHNOLOGY REQUIREMENTS

TECHNOLOGY INSURANCE

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. The policies, limits and endorsements required are as set forth below:

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

- (a) Commercial General Liability.
- (b) Workers' Compensation/Employer's Liability.
- (c) Cyber Liability.

Certificates of Insurance. For each of these policies, except Cyber Liability, the policy shall be endorsed or include language to show the Consultant's insurance coverage as primary with respect to contract requirements, and will include 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 *before* work commences.

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.
- (c) "Claims made" policies are not accepted, except for Cyber Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage except with prompt written notice given to the City of College Station, except no such notice will be provided where Consultant purchases a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this Insurance provision.
- (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:
 - i. The licensed insurance company is authorized to do business in the State of Texas

- ii. All endorsements and coverages are included according to the requirements of this Contract
- iii. 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 .

A. 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 with a \$2,000,000 annual aggregate limit.
- (c) The City shall be named as Additional Insured and the policy will waive rights of subrogation and be primary and non-contributory with regard to any self- insurance or insurance policy held by the City.

B. 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) Coverage to the statutory limits and requirements that comply with the State of Texas for Workers Compensation.

C. Cyber Liability. Minimum limits of \$2,000,000 . Coverage must include:

- (a) Technology Errors and Omissions: any loss caused by an error, omission or negligence by the primary insured and amended to include software copyright infringement;
- (b) Communications and Media Liability: trademark, copyright infringement, plagiarism, copyright and TM infringement claims in advertising, internet, and other material; and
- (c) Network & Information Security Liability: virus transmission, denial of service, breach of privacy or confidentiality obligations

Accepted and Agreed:

City of College Station

Environmental Systems Research Institute, Inc

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2022

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

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

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614	CONTACT NAME: Jaimie Borgonia PHONE (A/C, No. Ext): 949-399-5842 FAX (A/C, No): 949-399-2999 E-MAIL ADDRESS: Jaimie.C.Borgonia@marsh.com
CN102703377-ESRI-GAWUE-22-23	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co. of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Environmental Systems Research Institute, Inc. 380 New York Street Redlands, CA 92373	NAIC # 25674

COVERAGES**CERTIFICATE NUMBER:**

LOS-002639974-02

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BLANKET CONTRACTUAL LIAB ☒ OWNERS/CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		6600130P85ATIL22	02/15/2022	02/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BA9M24983622I3G	02/15/2022	02/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N / A	UB8J25647522I3G	02/15/2022	02/15/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology E&O/Cyber Liability incl Network Sec. & Privacy		ZPL14T59262 Claims Made Form; Retro Date 7/16/87	02/15/2022	02/15/2023	Each Claim & Aggregate \$ 2,000,000 Deductible \$ 100,000

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

RE: COLLEGE STATION, TX 77842.

The City of College Station, its Officials, Agents, Employees and Volunteers are named as additional insured as respects general and auto liability as their interest may appear, per written contract with the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**CITY OF COLLEGE STATION
ATTN: RISK MANAGER
PO BOX 9960
COLLEGE STATION, TX 77840-5023

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
of Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 10

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 04)

ADDRESS:

(CONTINUED ON IL T8 04)

CA
REDLANDS
92375

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|---|

PROVISIONS

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

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

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

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

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

- e.** Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

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

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

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

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

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

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

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

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

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

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

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

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

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

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

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

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

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

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

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

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

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

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

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

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

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

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

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

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

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

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

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

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

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

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

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

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

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

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

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

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

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

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

L. MEDICAL PAYMENTS – INCREASED LIMIT

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

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;
subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

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

- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

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

October 13, 2022
Item No. 8.6.
CCWWTP Centrifuge CO 2

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The intent of this project is to design a centrifuge facility and related improvements, an evaluation of the existing sludge thickening facilities, and improvements at the south gate and portions of the plant road, at the Carters Creek Wastewater Treatment Plant (CCWWTP).

This change order includes the following:

- Upgraded wiring to ensure the centrifuge can operate properly and meet the warranty requirements on the centrifuge.
- Additional pumping capacity to operate the centrifuge at the required flow rate during heaving loading periods. This will also allow flow rates to be changed at one location and not require staff to go to the polymer building to make the adjustments.
- Replacement of lower framing and insulation in the wall in the electrical room due to observable rot and rust that were identified during the removal of the existing panel.
- Additional framing, metal flashing, roof flashing sealant and labor to make the connection between the new and existing roofing structures. These items were not discovered until demolition on the old section of the building was under way.
- Adding lightning protection back onto the new roof and expanding it to account for the additional roof area added with the project. This will offer an additional level of protection to the electronics and wiring within the centrifuge building in the event of a lightning strike to the building.
- Reimbursement for time and materials related to a polymer spill caused by the contractor.

Budget & Financial Summary: Budget in the amount of \$5,054,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A total of \$4,728,110 has been expended or committed to date, leaving a balance of \$325,890 for this change order and future expenses.

Attachments:

1. CCWWTP Centrifuge Change Order 2 unsigned
2. CCWWTP Centrifuge Project Location Map

CHANGE ORDER NO. 2		DATE: August 31, 2022	Contract No. 2130089			
P.O.# 21201217		PROJECT: CCWWTP Centrifuge Improvements				
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842			CONTRACTOR: CSA Construction Inc 2314 McAllister Rd Houston, TX 77092 Ph: 713-686-8868 Fax: N/A			
PURPOSE OF THIS CHANGE ORDER:						
A. Replace existing VFD Cable: Upon preliminary testing of the new centrifuge, the vibration sensor was measuring variations from actual vibrations. Alfa Laval determined it would be best to upgrade from the NEC compliant wiring to a shielded VFD cable to eliminate the variations. Over time, as the insulation in the cable degrades, there is a am increased risk of more noise being introduced into the system. Currently, the existing cables are physically spaced apart as far as possible in the cabinet. However, if the cable location is moved in the future due to reconfiguring the panel or during maintenance, there is a strong probability of the cables introducing more noise into the system and causing operational degradation to the centrifuge. Alfa Laval has reported that the currently installed cable does not allow the system to meet its specifications and to not make this switch will void the warranty on the centrifuge.						
B. Misc. Framing Changes: The contract documents only call for removal of the old r panel and replacing it with new material in the electrical room. Upon removing the existing panel old panels, it was discovered that the lower framing in the wall was going to have to be replaced along with the insulation due to existing wall and insulation being rotted & rusted out. The existing building has a built-up foam type material on the roof, this was not discovered until demolition on the old section of the building was under way. The new building needed to connect to this roof but the details that were shown on the contract drawings did not account for the unknown roof system. We worked with the engineer on the updated details and the attached costs are for this change to cover the additional framing, metal flashing, roof flashing sealant and labor.						
C. Building Lightning Protection: The original roof had existing lightning protection that was removed as part of the project. In discussions with plant operations, the contractor, and the design team, it was noted that adding the lightning protection back onto the new roof and expanding it to account for the additional roof area will offer an additional level of protection to the electronics and wiring within the centrifuge building in the event of a lightning strike to the building.						
D. Replace PanelView HMI Screen: During centrifuge start up testing, it was determined that there may arise the need, during heavy loading periods, that additional pumping capacity may be required to operate the centrifuge at the required flow rate. The current plans call for all controls of the hardwired sludge feed pumps over to the new Centrifuge Feed Pump PLC panel. This change, after discussions with the Plant Operations Team and the design team, provide a provision for controlling the sludge feed pumps located in the polymer building from the centrifuge building for those instances when additional pumping capacity is required to keep the centrifuge operating at the needed rate.						
E. Polymer Spill Reimbursement: Workers for the contractor dislodged a polymer pipe that had not been properly fused, while installing the new polymer and centrifuge systems. The dislodgement caused the contents of a tote of emulsion polymer to drain to the head of the plant. The emulsion polymer caused solids in the grease channels within the headworks to coagulate and form large mats of solids that had to be broken to up to clear them. Clearing the mats, investigating the incident, and monitoring the plant to ensure not further damage occurred required 7 hours of time from operators, 2 hours of lead operator time, and 2 hours of supervisor time.						
F. Time Extension: The contractor is granted an additional 30 calendar days for lead time and installation of the new PanelView HMI screen based on initial supply chain estimates to obtain and install the unit.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
CO2.1	LS	EAC-VFD Cable complete and in place	\$17,059.00	0	1	\$17,059.00
CO2.2	LS	Replace/repair the lower framing in the electrical room wall along with insulation. Complete and in place	\$9,628.00	0	1	\$9,628.00
CO2.3	LS	Additional roof framing, roof flashing, and sealant. Complete and in place	\$23,778.00	0	1	\$23,778.00
CO2.4	LS	Reinstall the existing lightning protection back onto the roof of the centrifuge building roof and add additional grounding rods with associated cabling to fit the new enlarged building roof area. Complete and in place.	\$11,750.00	0	1	\$11,750.00
CO2.5	LS	Replace existing PanelView HMI screen with a new 10" PanelView Plus Performance HMI. Complete and In Place	\$12,537.00	0	1	\$12,537.00
CO2.6	LS	Recover spilled Polymer cost	(\$3,910.00)	0	1	(\$3,910.00)

CO2.7	LS	Recover Staff Time for mitigating spilled polymer in the headworks	(\$397.86)	0	1	(\$397.86)
					TOTAL	\$70,444.14

THE NET AFFECT OF THIS CHANGE ORDER IS 1.79% INCREASE.

LINE 1 (SSWOC-6591/ WW1800008)	\$0.00		
LINE 2 (SSWOC-6591/ WW1800008)	\$0.00		
LINE 3 (SSWOC-6591/ WW1800008)	\$0.00		
LINE 4 (SSWOC-6591/ WW1800008)	\$0.00		
LINE 5 (SSWOC-6591/ WW1800008)	\$0.00		
LINE 6 (SSWOC-6591/ WW1800008)	\$0.00		
LINE 7 (SSWOC-6591/ WW1800008)	\$70,444.14		
TOTAL CHANGE ORDER	\$70,444.14		
ORIGINAL CONTRACT AMOUNT	\$3,933,727.00		
CHANGE ORDER NO. 1	\$41,968.00	1.07%	CHANGE
	\$70,444.14	1.79%	CHANGE
REVISED CONTRACT AMOUNT	\$4,046,139.14	2.86%	TOTAL CHANGE
ORIGINAL CONTRACT TIME	550	Days	
Time Extension No. 1	30	Days	
Revised Contract Time	580	Days	
SUBSTANTIAL COMPLETION DATE	29-Sep-22		
REVISED SUBSTANTIAL COMPLETION DATE	29-Oct-22		

APPROVED

A/E CONTRACTOR Date

DEPARTMENT DIRECTOR Date

CONSTRUCTION CONTRACTOR Date

ASST CITY MGR - CFO Date

PROJECT MANAGER Date

CITY ATTORNEY Date

CITY ENGINEER Date

CITY MANAGER Date



Project Location Map

Carters Creek WWTP

Centrifuge Improvements

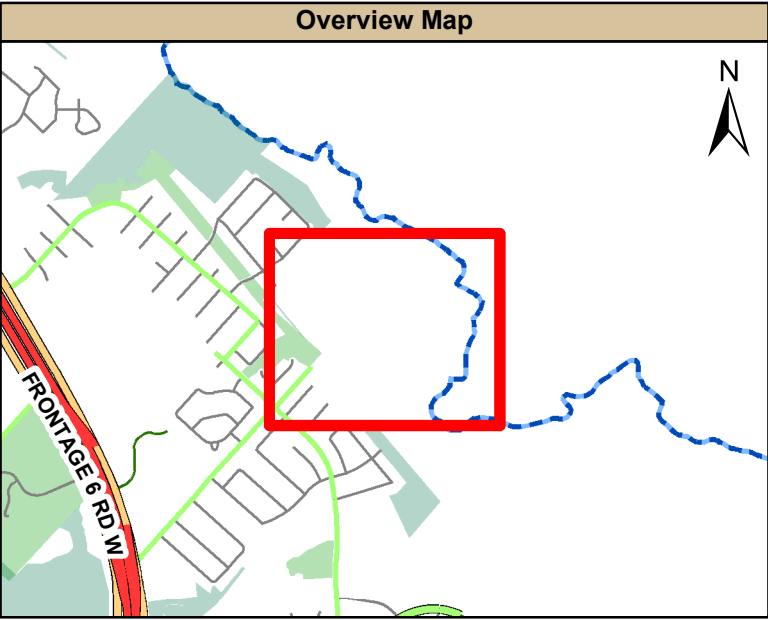
Legend

Project Location

Streets

Functional Classification

- MINOR COLLECTOR
- LOCAL STREET
- Property Parcels
- Rivers



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

October 13, 2022

Item No. 8.7.

Contract between the City of College Station and FreeIT for a Nimble data storage system and installation services

Sponsor: Sam Rivera

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff Recommends approval

Summary: Nimble is a data storage system designed and development by Hewlett Packard Enterprise Company. The purpose of a data storage system is to store data used by application programs in an enterprise data center. The Nimble will provide the City with over 294 terabytes of raw data storage capabilities.

This new project will improve the existing storage and add more than 100 terabytes additional storage capacity to better support current and future City business. Nimble storage will need to be replaced every 5 years and since the previous upgrade and replacement was done in 2017, the City is due for another upgrade and replacement of Nimble storage.

Budget & Financial Summary: The funds for the Nimble storage Upgrade will be through FY22 Storage Upgrade account CO2202.

Attachments:

1. 22300772 RR

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and
Free It Data Solutions (the “Contractor”),
for the following work:
Update and Installation of Nimble Storage
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed
Four Hundred Nineteen Thousand, Six Hundred Sixty-Seven **and 96 /100 Dollars**
(\$ 419,667.96).

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

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

☒ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:
No later than February 1, 2023.

OR

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

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

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV INSURANCE

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

4.02 The Contractor’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “C”**.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

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

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

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

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

- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

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

ARTICLE V INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLLEGE STATION

FREE IT Data Solution

Attn: Iroshi Price

Attn: Andrew Neuenschwander

PO BOX 9960

PO Box 1572

1101 Texas Ave

Austin, TX 78767

College Station, TX 77842

andrew@freeitdata.com

lprice@cstx.gov

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

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

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

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

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not

boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

List of Exhibits

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

FREE IT DATA SOLUTIONS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

DIR-TSO-4696

City of College Station

Sam Rivera
1101 Texas Ave.
College Station, TX 77840
(979)764-3482
sriviera@cstx.gov

Quote Number: 137357301
Quote Date: 9/27/2022
Expiration Date: 10/31/2022

Freeit Data Solutions, Inc.

P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Andrew Neuenschwander
(435) 640-3425	Andrew@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
HPE Alletra - 5yr Term				
Hardware/Software				
2	R4U34A	HPE Alletra 5030 CTO Base Array	\$15,606.76	\$31,213.52
4	R3Q00A	HPE NS 2x25GbE 2p SFP28 FIO Adptr Kit	\$2,093.52	\$8,374.08
2	R4U49A	HPE Alletra 5000 11.52TB FIO Cache Bdl	\$24,223.69	\$48,447.38
2	R4U50A	HPE Alletra 5000 23.04TB FIO Cache Bdl	\$49,689.62	\$99,379.24
4	Q8J18A	HPE NS NEMA 5-15 to C13 US FIO Pwr Cord	\$0.00	\$0.00
2	R4U46A	HPE Alletra 5000 294TB SAS FIO HDD Bdl	\$57,683.43	\$115,366.86
2	R9X15A	HPE Alletra Tier 1 Storage Array Std Trk	\$0.00	\$0.00
2	Q8G27B	HPE Tier 1 Storage OS Default FIO SW	\$0.00	\$0.00
2	S0L81AAE	HPE Alletra 5030 SW/Sup 5yr SaaS	\$28,998.18	\$57,996.36
Subscription Period Duration: 60 Months				
16	FDS-JL484A	Freeit 25GBBase-SR SFP28 Transceiver (MMF, 850nm, 100m, LC,	\$374.11	\$5,985.76
Support				
1	HU4B2A5	HPE 5Y TC Basic SVC	\$0.00	\$0.00
4	HU4B2A5 ZDW	HPE NS 2x25GbE 2p SFP28 FIO Adp Kit Supp	\$1,204.72	\$4,818.88
2	HU4B2A5007E	HPE Alletra 5030 CTO Base Array Supp	\$1,990.20	\$3,980.40
2	HU4B2A5007R	HPE Alletra 5000 294TB SAS HDD Bdl Supp	\$8,008.01	\$16,016.02
2	HU4B2A5007V	HPE Alletra 5000 11.52TB FIOCachBdl Supp	\$3,879.97	\$7,759.94
2	HU4B2A5007W	HPE Alletra 5000 23.04TB FIOCachBdl Supp	\$7,827.26	\$15,654.52
Support Period Duration: 60 Months				
Services				
1	FDS-SMSTRT	Freeit Smart Start Installation	\$4,675.00	\$4,675.00

List Total: \$1,388,342.00

DIR Discounted Total: \$864,459.66

Shipping and Tax not applicable: \$0.00

Additional Discount: (\$444,791.70)

Grand Total: \$419,667.96

Customer Signature of Acceptance

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-tso-4160> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

EXHIBIT B
PAYMENT SCHEDULE

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

-OR-

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

Schedule of Payment for each phase:

Upon installation and acceptance of completed project	\$419,667.96
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EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 22300772
General Service Contract
Form 08-10-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2022

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

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

PRODUCER IAAT 3834 Spicewood Springs, Ste. 100 Austin, TX. 78759		CONTACT NAME: John Knox PHONE (A/C, No, Ext): 512-358-7252 E-MAIL ADDRESS: john@johnknoxinsurance.com FAX (A/C, No): 512-358-7242	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Citizens Insurance Company of America	
		INSURER B: The Hanover Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	ZLDH630650 01	05/28/2022	05/28/2023	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	ZLDH630650 01	05/28/2022	05/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			LHDH630674 01	05/28/2022	05/28/2023	Limit 5,000,000
B	Cyber			LHDH630674 01	05/28/2022	05/28/2023	Limit 5,000,000

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

Certificate Holder is named as an Additional Insured on General Liability and Auto Policies when required by written contract.
A Waiver of Subrogation is endorsed in Certificate Holders favor when required by written contract.

CERTIFICATE HOLDER

City of College Station
Attention Risk Manager
PO Box 9960
College Station TX 77840

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

<DA>



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2147727

DATE (MM/DD/YYYY)

9/22/2022

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

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

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM	
INSURED FREEIT DATA SOLUTIONS, INC. 900 E 6TH ST STE 102 AUSTIN, TX 78702-3281	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Indemnity Insurance Co. of North America		43575
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	X	C51438541	10/1/2022	10/1/2023 X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WAIVER OF SUBROGATION IN FAVOR OF City of College Station WHEN REQUIRED BY WRITTEN CONTRACT.

ALL STATES EXCEPT OH, ND, WY AND WA

CERTIFICATE HOLDER**CANCELLATION**

CITY OF COLLEGE STATION
ATTN: RISK MANAGER
PO BOX 9960
COLLEGE STATION, TX 77842

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

AUTHORIZED REPRESENTATIVE

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity Inc. FREEIT DATA SOLUTIONS, INC.	Endorsement Number
	Policy Number Symbol: RWC Number: C51438541
Policy Period 10/1/2022 TO 10/1/2023	Effective Date of Endorsement 10/1/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule**1. (X) Specific Waiver**

Name of person or organization:

City of College Station

PO Box 9960

College Station , TX 77842

() Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:**3. Premium:**

The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

Authorized Representative

October 13, 2022
Item No. 8.8.
Electric NERC Compliance Consulting

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

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

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this contract.

Summary: College Station Electric Utilities is mandated by FERC/NERC to undergo periodic NERC Standard/Requirement Audits. It is industry best practice to periodically have a third-party consultant perform a compliance audit assessment on an entity as an aid to maintaining an effective internal compliance program. This contract will also allow for required annual third-party Cyber Vulnerability Assessments, subject matter expert audit interview training, as well as “on demand” hours to be utilized for consultation, as needed, regarding compliance with new and existing NERC requirements.

RFQ #22-068 for compliance consulting was issued on July 14, 2022 and opened on August 11, 2022. Ten qualified responses were received, and after careful departmental evaluations, AESI, Inc. was selected as the most qualified. This is a three-year contract for an amount not to exceed \$343,957.

Budget & Financial Summary: Funds are available in the Electric Fund Operating Budget.

Attachments:

1. Contract is available for review in the City Secretary's Office

Contract 22300604 is available for review in the City Secretary's office.

October 13, 2022
Item No. 8.9.
Amendment to FY23 Fee Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on amending Resolution 2022-4385 that adopted the fiscal year 2023 fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance”, Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends the City Council approval of the amending the fee resolution to update the rental registration fee for Fiscal Year 2023.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. On August 25, 2022, the Fiscal Year 2023 was adopted by Council. However, an oversight was made and the rental registration fee was not updated as directed by Council. This resolution is to amend the fee resolution to update the rental registration fee for Fiscal Year 2023.

Budget & Financial Summary: This change will not impact the budget.

Attachments:

1. FY 22-23 Fee Resolution Amend Rental Reg

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), AMENDING RESOLUTION 2022-4385 ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council amends Resolution 2022-4385 establishing fees, rates or charges as shown in **Exhibit A, “Fees, Rates and Charges”** and all other fees, rates, or charges remain in full force and effect.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 13th day of October, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

That the City Council amends Resolution 2022-4385 by amending the below section. All other fees, rates, or charges remain in full force and effect.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

1. Article V. Single-Family and Duplex Unit Rental Registration

- a.** Sec. 103-242(d). Registration required.
 - i.** A fee established of \$90.00 shall be assessed per building at the time of any required registration.

October 13, 2022

Item No. 8.10.

Federal Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution accepting the Federal FY-2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$1,942,269 and authorizing and designating the City Manager or his designee to execute the SAFER Grant acceptance and any other documents related to the SAFER Grant.

Relationship to Strategic Goals:

Good Governance
Core Services

Recommendation(s): Staff recommends acceptance of the resolution.

Summary: The Department of Homeland Security has provided notification of a grant award. The application submitted for the Federal Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$1,942,269 in Federal funding. This grant will fully fund salaries and fringe benefits for seven (7) additional firefighters for a three-year period beginning with the hiring of new FTE's, but no later than 180 days following grant award (March 20, 2023).

Budget & Financial Summary: The city budget will be impacted by absorbing the salaries and benefits for these seven (7) FTE's in the FY26 budget.

Attachments:

1. 2022 Safer Grant Resolution
2. EMW-2021-FF-00278 - Award Package

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, ACCEPTING AND APPROVING GRANT APPLICATION AND GRANT FUNDING WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR FUNDING FROM THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM.

WHEREAS, The Department of Homeland Security has authorized and established the application process for the SAFER Grant to improve firefighter staffing; and

WHEREAS, the City of College Station was awarded grant funding in the amount of \$1,942,269 for hiring firefighters under the SAFER Grant guidelines to fund salaries and fringe benefits for three years.

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

PART 1: That the City Council accepts and approves the SAFER Grant application and accepts the funding in the amount of \$1,942,269.

PART 2: That The City Council hereby authorizes and designates the City Manager or his designee to execute the SAFER Grant acceptance and any other documents related to the SAFER Grant.

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

ADOPTED this _____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/15/2022



Michael Clements
CITY OF COLLEGE STATION
P.O. BOX 9960
COLLEGE STATION, TX 77842

EMW-2021-FF-00278

Dear Michael Clements,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$1,942,269.00 in Federal funding.

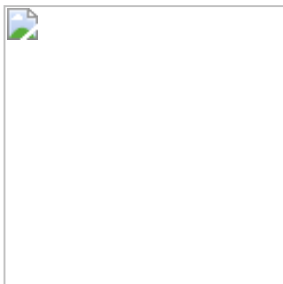
FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS

Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF COLLEGE STATION

UEI-EFT: FYUCEXMLCQH7

DUNS number: 040330300

Award number: EMW-2021-FF-00278

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligor Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$490,056.00	\$490,056.00	\$490,056.00	\$1,470,168.00
Fringe benefits	\$157,367.00	\$157,367.00	\$157,367.00	\$472,101.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$647,423.00	\$647,423.00	\$647,423.00	\$1,942,269.00
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$647,423.00	\$647,423.00	\$647,423.00	\$1,942,269.00

Program Income	\$0.00
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Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 SAFER NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

The City of College Station has completed a salary survey and we believe these numbers are accurate and consistent with the local market. Compensation: Base Salary \$53,988; Certification Pay \$3,000; FICA \$ 4,130; Workers Compensation \$792; TMRS \$ 8,098; Total Compensation Costs: \$ 70,008.00. Benefits: Health Insurance \$15,054; Accidental Death and Dismemberment \$4; Life Insurance \$155. Paid Leave: Volunteer Leave \$148; Vacation Leave \$2,225; Sick Leave \$2,670; Holiday Leave \$ 2,225. Total Benefits: \$22,481. Total Compensation: \$70,008.00 + Total Benefits: \$22,481.00= \$92,489.00

NUMBER OF FIREFIGHTERS

7

	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
Year 1	\$70,008.00	\$22,481.00	\$92,489.00
Year 2	\$70,008.00	\$22,481.00	\$92,489.00
Year 3	\$70,008.00	\$22,481.00	\$92,489.00
3 Year Total	\$1,942,269.00		

Agreement Articles

Program: Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF COLLEGE STATION

UEI-EFT: FYUCEXMLCQH7

DUNS number: 040330300

Award number: EMW-2021-FF-00278

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 21	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 22	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 23	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 24	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans
Article 25	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 26	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 27	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 28	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 29	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 30	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 31	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32**Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and

must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 36 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 37 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 38 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 39 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 40	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 41	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 42	Applicability of DHS Standard Terms and Conditions to Tribes The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
Article 43	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 44	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.
Article 45	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 46	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 47	Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FF-00278	2. Amendment No. N/A	3. Recipient No. 746000534	4. Type of Action AWARD	5. Control No. WX00670N2022T
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6. Recipient Name and Address CITY OF COLLEGE STATION 1101 TEXAS AVE COLLEGE STATION, TX 77840		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Michael Clements		9a. Phone No. 9797643710		10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		10a. Phone No. 1-866-274-0960
11. Effective Date of This Action 09/15/2022		12. Method of Payment OTHER - FEMA GO		13. Assistance Arrangement COST SHARING		14. Performance Period 03/14/2023 to 03/13/2026 Budget Period 03/14/2023 to 03/13/2026
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2022-F1-GF01 - P410-xxxx-4101-D	\$0.00	\$1,942,269.00	\$1,942,269.00	\$0.00
Totals			\$0.00	\$1,942,269.00	\$1,942,269.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)						DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs						DATE 09/15/2022

October 13, 2022
Item No. 8.11.
Texas Enterprise Zone Nomination Resolution

Sponsor: Tim Neeley

Reviewed By CBC: Economic Development Committee

Agenda Caption: Presentation, discussion, and possible action on a resolution nominating FUJIFILM Diosynth Biotechnologies, LLC for designation by the Governor's Office of Economic Development and Tourism as a Texas Enterprise Project.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff recommend that Council approve the nomination resolution.

Summary: FUJIFILM Diosynth Biotechnologies Texas, LLC (FDBT) plans to apply to the Texas Enterprise Zone incentive program via the Office of the Texas Governor during the December 1, 2022, application round. As part of the application process for this State incentive, the local jurisdiction (City of College Station) must nominate the project for designation as an enterprise project.

If enterprise project designation is provided by the State, the company would be eligible to receive state sales & use tax rebates based on capital investment and job creation at the qualified business site. While the rebates are only on the state portion of the sales tax (no local financial impact), the application process requires a nomination from the City. The City is granted six Texas Enterprise Zone nominations per biennium, all of which are currently unutilized. Due to the scope of FDBT's expansion (over \$150 million), this project is considered a "Double Jumbo" and would utilize two of these nomination slots, leaving four for additional nominations for the City to utilize through the end of the biennium (8/31/2023).

FUJIFILM Diosynth Biotechnologies is a world leading cGMP Contract Development and Manufacturing organization (CDMO) with experience in the development and manufacture of recombinant biopharmaceuticals and gene therapies. The company has global Centers of Excellence in the US and UK, including the College Station facility.

At the College Station location, the company currently employs over 700 full-time staff and operates a CDMO offering development and manufacturing services to the biopharmaceutical industry in the areas of monoclonal antibodies, recombinant vaccines and gene therapy.

FDBT plans to expand its footprint and capabilities in College Station including the construction of an additional cGMP commercial manufacturing facility (Project Flagship) consisting of over \$300 million in new capital investment and the creation of over 150 new jobs. This facility will increase the company's biomanufacturing capabilities for vaccines and gene therapies.

To support the continued expansion of FDBT's campus in College Station, the company respectfully requests a Texas Enterprise Project nomination from the City of College Station.

Budget & Financial Summary: N/A

Attachments:

1. FUJIFILM Diosynth Biotechnologies Resolution

RESOLUTION NO. _____

NOMINATING FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC FOR TEXAS ENTERPRISE ZONE PROGRAM STATUS THROUGH THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT BANK; RESOLVING THAT FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC IS A ‘QUALIFIED BUSINESS’ AS DEFINED IN SECTION 2303.402 OF THE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS A DOUBLE JUMBO ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT; AND FURTHER ESTABLISHING THAT THE ENTERPRISE PROJECT SHALL TAKE EFFECT ON THE DATE OF DESIGNATION OF THE ENTERPRISE PROJECT BY THE OFFICE OF THE GOVERNOR (AGENCY) AND TERMINATE ON THE DATE ESTABLISHED BY THE AGENCY.

WHEREAS, the City of College Station has previously passed on February 26, 2009 Ordinance No. 2009-3168 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same now as were stated in Ordinance No. 2009-3168; and

WHEREAS, the Office of the Governor Economic Development and Tourism through the Economic Development Bank will consider **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** as an enterprise project pursuant to a nomination and an application made by the City of College Station; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City of College Station and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Government Code Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, (Act), **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** has applied to the City of College Station for designation as a Double Jumbo enterprise project; and

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

PART 1: That City of College Station finds that **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** is a “qualified business”, as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the City of College Station’s jurisdiction located outside of an enterprise zone and at least thirty-five percent (35.0%) of its new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans.

PART 2: The City of College Station finds that **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** meets the criteria for tax relief and other incentives adopted by the City of College Station and nominates **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** for an enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability.

PART 3: The City of College Station finds that it is in the best interest of the City to nominate **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** as a Double Jumbo enterprise project pursuant to the Act.

PART 4: The Enterprise Project shall take effect on the date of designation of the enterprise project by the Agency or by December 1, 2022 and terminate on the date established by the Agency or by December 1, 2027.

ADOPTED this day of 13th October, 2022

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

October 13, 2022
Item No. 8.12.
Street Renaming - Biomedical Way

Sponsor: Jason Schubert

Reviewed By CBC: Economic Development Committee

Agenda Caption: Presentation, discussion, and possible action on an ordinance renaming Biomedical Way to Fujifilm Way.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The staff Traffic Management Team considered this item earlier this year and recommended approval of the proposed street name change. Staff recommends approval of the proposed ordinance.

Summary: In recognition of the strong partnership between the City of College Station and FUJIFILM Diosynth Biotechnologies and to memorialize the appreciation for the significant impact the company has made to the local economy, City Economic Development staff request consideration of renaming Biomedical Way to Fujifilm Way.

FUJIFILM Diosynth Biotechnologies (FDB) is a world leading Contract Development and Manufacturing Organization (CDMO) specializing in the manufacture of recombinant biopharmaceuticals and gene therapies. Since 2014, College Station has been home to one of the company's Centers of Excellence.

FDB has made significant investments in College Station since 2014 in facilities, technology, and talent to rapidly produce life-impacting medicines used globally. The company's impact to the local economy is important as one of the city's top property tax contributors and largest employers. With current employment of over 700, the local operations have grown nearly tenfold since 2014. Most recently, the company announced College Station was selected for a \$300 million expansion which will greatly expand local production capabilities and add an additional 150+ positions to the area. The company also makes substantial efforts to support local workforce development and talent retention with programs and partnerships with the Texas A&M University System, Blinn College, and local K-12 school districts.

Property owners along this street have been notified by letter of the proposed change and its consideration at the October 13, 2022, Council meeting. The addresses affected by the proposed change are existing buildings owned by FDB or are undeveloped lots with frontage to HSC Parkway.

Budget & Financial Summary: Funds to replace the street sign are available in the Economic Development budget.

Attachments:

1. FUJIFILM Street Ordinance

ORDINANCE NO. _____

AN ORDINANCE RENAMING BIOMEDICAL WAY AS FUJIFILM WAY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station, Texas (“City”) has made substantial public infrastructure investment to further economic development opportunities in the Biocorridor area of the City; and

WHEREAS, the City Council of the City desires to rename Biomedical Way as Fujifilm Way to memorialize the appreciation for the significant economic impact that Fujifilm Diosynth Biotechnologies has made to the local economy; and

WHEREAS, the property owners addressed on or with frontage to this roadway have been notified of the proposed street name change; now therefore

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

PART 1: That the street currently named Biomedical Way be renamed Fujifilm Way as graphically depicted as Area 1 in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: The City Manager or his designee is authorized to expend funds and to take all measures reasonably necessary to implement the street name change in accordance with this Ordinance.

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, 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 the Ordinance is effective on October 25, 2022.

PASSED, ADOPTED and APPROVED this 13th day of October, 2022.

ATTEST:

APPROVED:

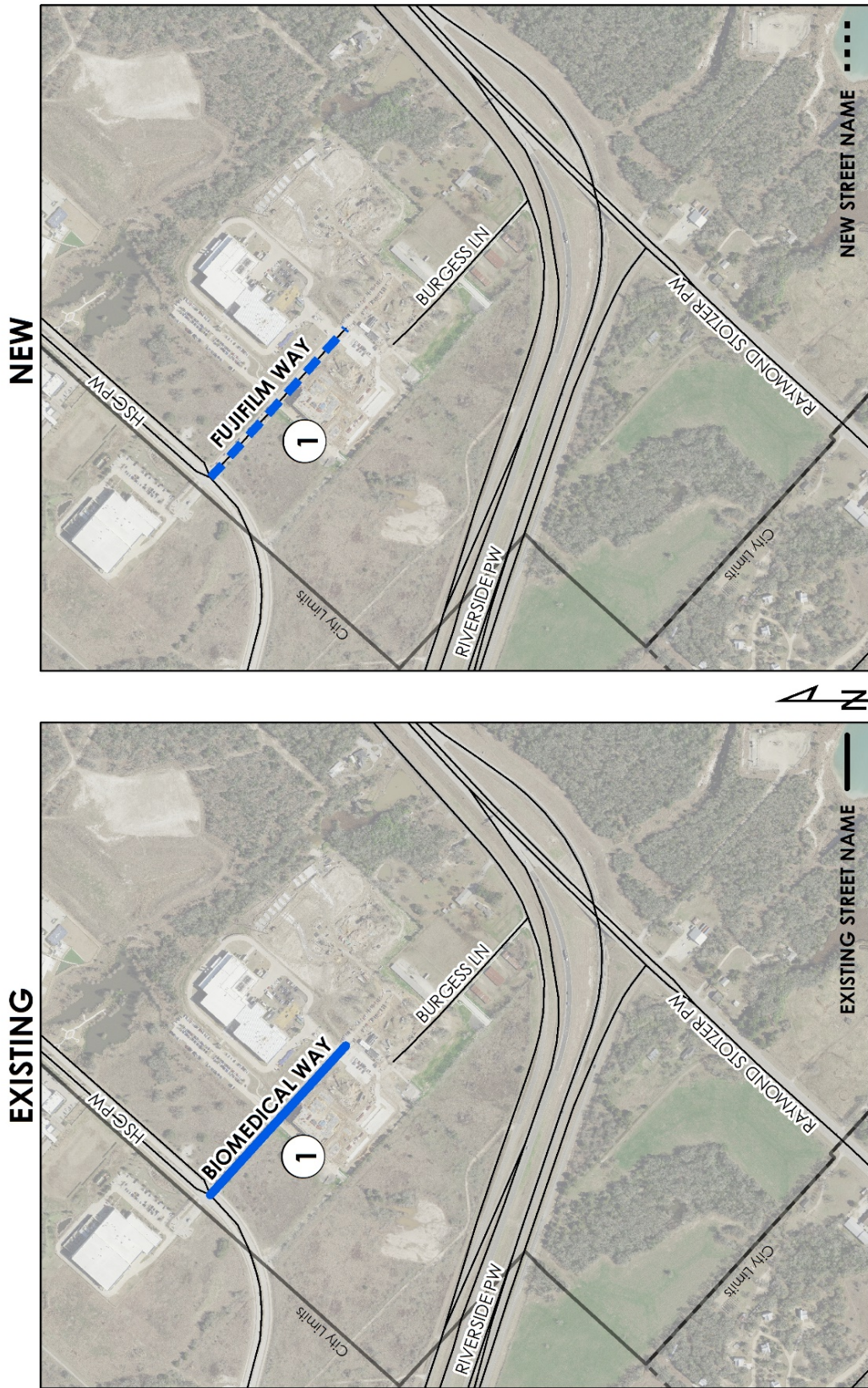
City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A



Street Name Change
1 Biomedical Way changing to Fujifilm Way



October 13, 2022
Item No. 8.13.
Ordinance Extending Mayoral Disaster Declaration

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff recommends that Council adopt the ordinance.

Summary: On March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV-2 (COVID-19).

On March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19.

On March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020.

On March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020. On March 30, 2020, the College Station City Council adopted an ordinance consenting and approving the Second Mayoral Order.

On April 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal.

On May 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal.

On June 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the Mayor's June 22, 2020, Disaster Declaration Renewal.

On June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating face coverings for commercial entities until Friday, July 10, 2020. On July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings.

On July 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the Mayor's July 22, 2020, Disaster Declaration Renewal.

On August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls.

On August 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the Mayor's August 21, 2020, Disaster Declaration Renewal.

On September 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the Mayor's September 21, 2020, Disaster Declaration Renewal.

On October 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the Mayor's October 20, 2020, Disaster Declaration Renewal.

On November 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the Mayor's November 20, 2020, Disaster Declaration Renewal.

On December 7, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the Mayor's December 7, 2020, Disaster Declaration Renewal.

On January 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the Mayor's January 8, 2021, Disaster Declaration Renewal.

On February 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the Mayor's February 8, 2021, Disaster Declaration Renewal.

On March 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the Mayor's March 8, 2021, Disaster Declaration Renewal.

On April 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the Mayor's April 6, 2021, Disaster Declaration Renewal.

On May 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the Mayor's May 7, 2021, Disaster Declaration Renewal.

On June 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the Mayor's June 7, 2021, Disaster Declaration Renewal.

On July 2, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the Mayor's July 2, 2021, Disaster Declaration Renewal.

On August 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the Mayor's August 6, 2021, Disaster Declaration Renewal.

On September 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the Mayor's September 6, 2021, Disaster Declaration Renewal.

On October 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 14, 2021, the College Station City Council consented with Ordinance 2021-4301 to the Mayor's October 7, 2021, Disaster Declaration Renewal.

On November 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the Mayor's November 8, 2021, Disaster Declaration Renewal.

On December 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the Mayor's December 6, 2021, Disaster Declaration Renewal.

On January 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the Mayor's January 7, 2022, Disaster Declaration Renewal.

On February 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 10, 2022, the College Station City Council consented with Ordinance 2021-4334 to the Mayor's February 7, 2022, Disaster Declaration Renewal.

On March 7, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On March 10, 2022, the College Station City Council consented with Ordinance 2021-4337 to the Mayor's March 7, 2022, Disaster Declaration Renewal.

On April 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On April 14, 2022, the College Station City Council consented with Ordinance 2024-4345 to the Mayor's April 8, 2022, Disaster Declaration Renewal.

On May 13, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On May 18, 2022, the College Station City Council consented with Ordinance 2024-4354 to the Mayor's May 13, 2022, Disaster Declaration Renewal.

On June 6, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On June 9, 2022, the College Station City Council consented with Ordinance 2024-4359 to the Mayor's June 6, 2022, Disaster Declaration Renewal.

On July 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On July 14, 2022, the College Station City Council consented with Ordinance 2024-4370 to the Mayor's July 8, 2022, Disaster Declaration Renewal.

On August 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On August 11, 2022, the College Station City Council consented with Ordinance 2024-4376 to the Mayor's August 8, 2022, Disaster Declaration Renewal.

On September 2, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On September 8, 2022, the College Station City Council consented with Ordinance 2024-4386 to the Mayor's September 8, 2022, Disaster Declaration Renewal.

On October 7, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, July 14, 2022, August 8, 2022 and September 2, 2022. 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.

Budget & Financial Summary: N/A

Attachments:

1. October 13 Disaster Declaration Renewal Ordinance

ORDINANCE NO. _____

DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, 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, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, 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, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, 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, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, 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, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, 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, and July 22, 2020; and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, 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 and August 21, 2020; and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, 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; and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, 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, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, 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, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 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 and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 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, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 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, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 6, 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, and March 8, 2021, and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 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, and April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the May 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021 and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on July 2, 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; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on August 6, 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, and July 2, 2021; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 6, 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, and August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, 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; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 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, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 6, 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, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on January 7, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021; and

WHEREAS, on January 13, 2022, the College Station City Council consented with Ordinance 2022-4326 to the January 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on February 7, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022; and

WHEREAS, on February 10, 2022, the College Station City Council consented with Ordinance 2022-4334 to the February 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on March 7, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022 and February 7, 2022; and

WHEREAS, on March 10, 2022, the College Station City Council consented with Ordinance 2022-4337 to the March 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on April 8, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022 and

WHEREAS, on April 14, 2022, the College Station City Council consented with Ordinance 2022-4345 to the April 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on May 13, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022; and

WHEREAS, on May 18, 2022, the College Station City Council consented with Ordinance 2022-4354 to the May 13, 2022, Disaster Declaration Renewal; and

WHEREAS, on June 6, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022; and

WHEREAS, on June 9, 2022, the College Station City Council consented with Ordinance 2022-4359 to the June 6, 2022, Disaster Declaration Renewal; and

WHEREAS, on July 8, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, and June 6, 2022; and

WHEREAS, on July 14, 2022, the College Station City Council consented with Ordinance 2022-4370 to the July 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on August 8, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, and July 8, 2022; and

WHEREAS, on August 11, 2022, the College Station City Council consented with Ordinance 2022-4376 to the August 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on September 2, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, July 8, 2022, August 8, 2022; and

WHEREAS, on September 8, 2022, the College Station City Council consented with Ordinance 2022-4386 to the September 2, 2022, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, July 8, 2022, August 8, 2022, and September 2, 2022; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

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

1. That the state of disaster renewal proclaimed by the Mayor on October 7, 2022, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 13th day of October, 2022.

PASSED AND ADOPTED, this 13th day of October 13, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT A

DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON OCTOBER 7, 2022



DECLARATION OF DISASTER RENEWAL

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, 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, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, 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, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, 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, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, 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, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the July 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, 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; and July 22, 2020, and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the August 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, 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, and August 21, 2020, and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, 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, and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, 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, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, 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, and October 20, 2020, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the December 7, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 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, and October 20, 2020, November 20, 2020, and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 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, and October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 6, 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021; and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on July 2, 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, and June 7, 2021; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on August 6, 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, and July 2, 2021; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 6, 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, And August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, 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; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 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, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 6, 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, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on January 7, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021 and

WHEREAS, on January 13, 2022, the College Station City Council consented with Ordinance 2022-4326 to the January 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on February 7, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022 and

WHEREAS, on February 10, 2022, the College Station City Council consented with Ordinance 2022-4334 to the February 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on March 7, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, and February 7, 2022; and

WHEREAS, on March 10, 2022, the College Station City Council consented with Ordinance 2022-4337 to the March 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on April 8, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, February 7, 2022, March 7, 2022; and

WHEREAS, on April 14, 2022, the College Station City Council consented with Ordinance 2022-4345 to the April 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on May 13, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, February 7, 2022, March 7, 2022, and April 8, 2022; and

WHEREAS, on May 18, 2022, the College Station City Council consented with Ordinance 2022-4354 to the May 13, 2022, Disaster Declaration Renewal; and

WHEREAS, on June 6, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, and April 8, 2022, May 13, 2022 and

WHEREAS, on June 9, 2022, the College Station City Council consented with Ordinance 2022-4359 to the June 6, 2022, Disaster Declaration Renewal; and

WHEREAS, on July 8, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, and June 6, 2022 and

WHEREAS, on July 14, 2022, the College Station City Council consented with Ordinance 2022-4370 to the July 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on August 8, 2022, 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, and July 8, 2022; and

WHEREAS, on August 11, 2022, the College Station City Council consented with Ordinance 2022-4376 to the August 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on September 2, 2022 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, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, and July 8, 2022, and August 8, 2022; and

WHEREAS, on September 8, 2022, the College Station City Council consented with Ordinance 2022-4386 to the September 2, 2022, Disaster Declaration Renewal; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF COLLEGE STATION:

1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as 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, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, July 8, 2022, August 8, 2022, and September 8, 2022 are renewed, until terminated by the College Station City Council.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on October 7, 2022.

DECLARED this 7th day of October, 2022.

APPROVED:



Mayor

ATTEST:



City Secretary

APPROVED:



City Attorney

October 13, 2022

Item No. 8.14.

CDBG-MIT

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution authorizing the City Manager to sign a letter of acceptance for the distribution of State of Texas Community Development Block Grant Mitigation funding from the Texas General Land Office and distributed by the Brazos Valley Council of Governments.

Relationship to Strategic Goals:

Core services & Infrastructure, Sustainable City

Recommendation(s): Staff recommend adoption of the resolution.

Summary: The City of College Station is eligible to receive a minimum of \$500,000 in State of Texas Community Development Block Grant Mitigation (CDBG-MIT) funding from the Texas General Land Office and distributed by the Brazos Valley Council of Governments. This amount is subject to the state-approved preliminary Method of Distribution and is subject to change based on public participation.

The CDBG-MIT grant requirements include reaching a threshold tied to benefitting low-and moderate-income persons (LM). Therefore, 100% of the funding should be used for projects that benefit LMI people in College Station.

The City of College Station is eligible for these funds due to the Federal/Presidential Declaration for Texas by County for 2016 Floods. The U. S. Department of Housing and Urban Development defines mitigation as “Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.”

General requirements include:

Eligible Activities:

- All activities allowed under CDBG-MIT; HCDA Section 105(a) (1- 5), 105(a) (7-9), and 105(a)(11), including but not limited to:
- Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;
- Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);
- Natural or green infrastructure;
- Communications infrastructure;
- Public facilities;
- Buyouts or acquisitions with or without relocation assistance, down payment assistance, housing incentives, and demolition;
- Activities designed to relocate families outside of floodplains;
- Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);

- FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible projects;
- Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; “hardening” of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters);
- Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100- year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 State of Texas CDBG-MIT Action Plan 230 of 589 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines; and
- Rehabilitation, reconstruction, and new construction of affordable multi-family housing.

The full plan can be viewed at <https://recovery.texas.gov/documents/actions-plans/mitigation/mitigation-sap-amend-1.pdf>

Budget & Financial Summary: Receipt of a minimum of \$500,000 in CDBG-MIT funds

Attachments:

1. Attachment 1 - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION FUNDS FROM THE GENERAL LAND OFFICE THROUGH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS REGIONAL MITIGATION PROGRAM.

WHEREAS, the Texas General Land Office (GLO) allocated \$25,041,000 to the Brazos Valley Region as part of the Regional Mitigation Program; and

WHEREAS, the Brazos Valley Council of Governments (BVCOG) has been tasked with developing the method by which the funds will be distributed, also known as a Method of Distribution (MOD), under the State of Texas Community Development Block Grant Mitigation Action Plan, as amended; and

WHEREAS, the City of College Station, Texas, is included as a potential recipient of funding in the minimum amount of \$500,000, pending approval by the BVCOG Board of Directors and final approval by the GLO; and

WHEREAS, CDBG-MIT funds are required to reach a threshold tied to benefitting low- and moderate-income (LMI) persons and 100% of funds should be used for projects that benefit LMI persons in College Station; now, therefore:

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

PART 1: That the City Council hereby accepts the Community Development Block Grant Mitigation funds in the minimum amount of \$500,000;

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by GLO or BVCOG on behalf of the City of College Station.

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

ADOPTED this _____ day of _____ 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

October 13, 2022
Item No. 9.1.
TX Independence Ballpark Ph 1 Construction Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: Texas Independence Ballpark Phase 1 encompasses the construction of four new baseball fields, parking, lighting, batting cages, concession and restroom space, seating, landscaping, and other supporting infrastructure (water, sanitary sewer, storm drainage, fiber, electrical) for the project. Included in the contract amount is the bid alternate item for concrete paving of the parking areas in lieu of the base bid item for asphalt pavement.

The project was procured using the Competitive Sealed Proposals (CSP) delivery method. Three proposals were reviewed and the proposal by Vaughn Construction, LLC was found to provide the best value to the City of College Station.

The contract is on file with the City Secretary's Office.

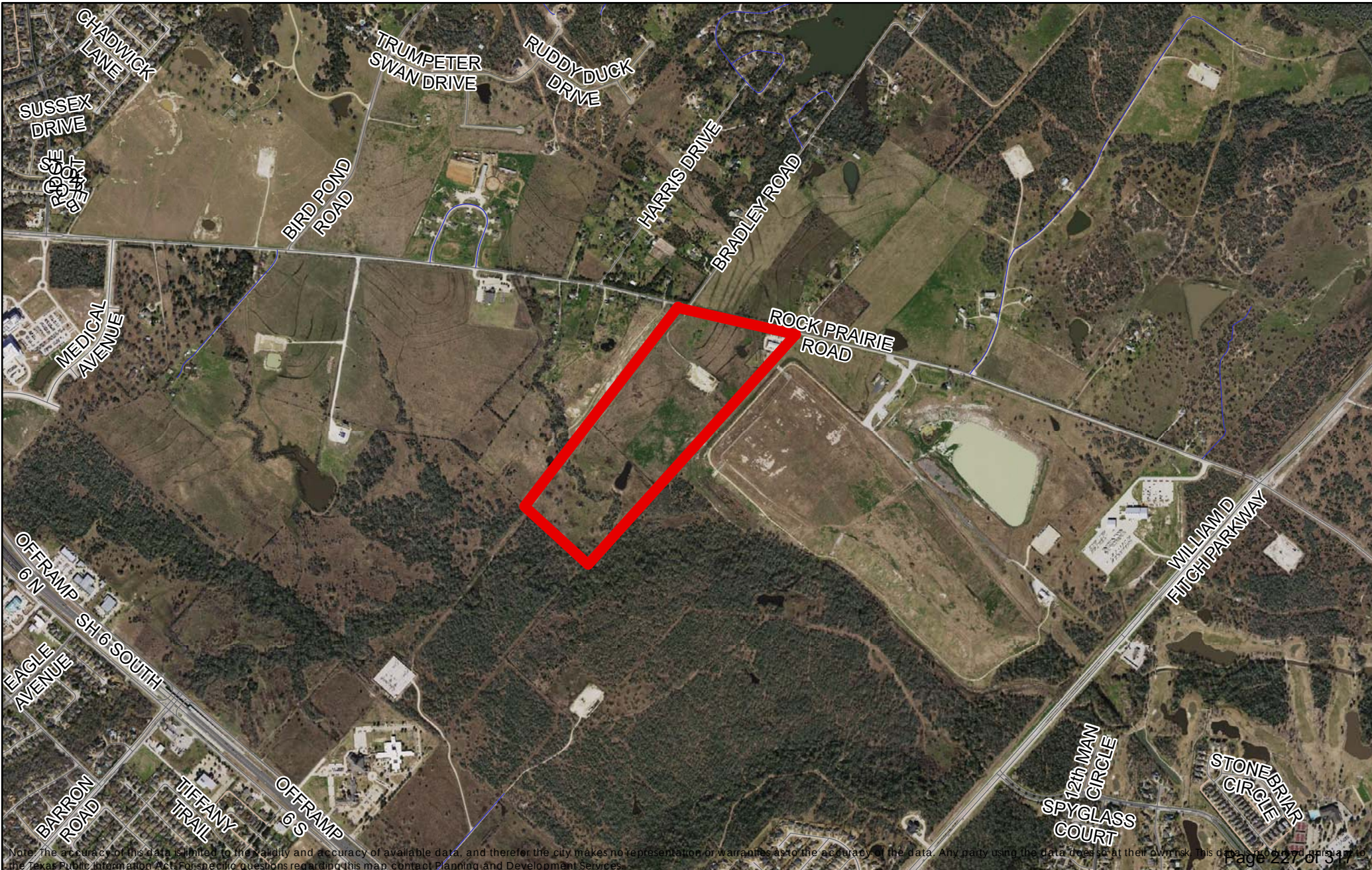
Budget & Financial Summary: Budget in the amount of \$18,500,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$1,406,875 has been expended or committed for design, leaving a balance of \$17,093,125 for construction. Future contract(s) for City-purchased and provided materials, such as field lighting, bases, and other equipment, will require a Budget Amendment to cover these costs.

The total amount of these costs is not currently known. The contract(s) for City-purchased materials will also require additional debt to be issued, or other funding sources identified. These contracts, Budget Amendment and funding will come back to Council for approval.

Attachments:

1. TX Independence Ballpark Location Map
2. Contract is available for review in the City Secretary's Office

HM-1607: SOUTHEAST PARK PROJECT LOCATION MAP



Contract is available for review in the City Secretary's office.

October 13, 2022
Item No. 9.2.
217 Richards Steet CPA

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption:Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Neighborhood Center to Mixed Residential for approximately 0.356 acres, generally located at 217 Richards Street.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Diverse Growing Economy

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

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use & Character Map from Neighborhood Center to Mixed Residential for approximately 0.356 acres, located at 217 Richards Street. This Comprehensive Plan Amendment is in conjunction with a GS General Suburban rezoning request for this lot. It is the applicant's intent to replat the property into three residential lots

REVIEW CRITERIA

1.) Changed or changing conditions in the subject area of the City:

The subject property and properties to the northwest have a future land use designation of Neighborhood Center. The Neighborhood Center land use designation is primarily for areas that are appropriate for a mix of uses arranged in a compact and walkable pattern at a smaller scale than Urban Centers. The development types of this designation tend to be areas that consist of integrated residential and commercial developments. The intent of the Neighborhood Center land use is to create and reinforce walkable activity centers that are connected to surrounding development and include a mix of complementary uses. This area is largely built out with commercial and multifamily developments that front on Holleman Drive.

The properties to the south and east of the subject property are designated as Mixed Residential. The Mixed Residential land use designation are for areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, and limited small-lot single family. These areas are appropriate for residential infill and redevelopment. The area to the south of the subject property is largely developed with single-family homes, and in the past decade the neighborhood has seen development and redevelopment that increases the residential density. High-density single family has also developed on the greenfield further up Holleman at George Bush East. This request

to change the land use designation of the subject property to Mixed Residential would allow for the redevelopment of a largely undeveloped commercial property with frontage on a local street. A portion of the property was developed as parking for the adjacent commercial use. These improvements will be removed prior to the land use designation change and rezoning.

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 & Character Map to Mixed Residential and has simultaneously requested a rezoning to GS General Suburban. The intent of Mixed Residential is to support neighborhoods with a mix of housing types and where larger or more dense housing is located near community facilities or adjacent to commercial or neighborhood centers. The Sterling/Richards area has been in transition for a number of years to a more dense residential area in the center of town. It is in close proximity to the Wolf Pen Creek design district and major commercial developments and corridors. Adjacent to both commercial and residential, this property would be compatible with existing uses, development patterns, and character as Neighborhood Center or as Mixed Residential.

The applicant held a neighborhood meeting on July 25, 2022. All property owners within 200 feet of the subject property were notified of the neighborhood meeting, but did not attend. In addition, there have been no expressed concerns regarding the land use change. The proposal is compatible with the character of the area as it allows for the extension of single family lots within the neighborhood.

3.) Impact on environmentally sensitive and natural areas:

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

Water, wastewater, and fire flow service will be provided by College Station Utilities. Detention is required with future development and would be addressed with the site plan. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property fronts Richards Street which is designated as a local street. The proposed development will have access off of Richards Street.

5.) Consistency with the goals and strategies set forth in the Comprehensive Plan:

The intent of College Station’s Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to Mixed Residential, defined as areas appropriate for a mix of moderate density residential development and are appropriate for residential infill and redevelopment, is appropriate for this property as it extends the residential lots along Richards Street.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

2. Vicinity, Aerial, and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information
5. Future Land Use Map
6. Applicant's Supporting Information

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM NEIGHBORHOOD CENTER TO MIXED RESIDENTIAL FOR APPROXIMATELY 0.356 ACRES OF LAND, GENERALLY LOCATED AT 217 RICHARDS STREET; 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 “Official City of College Station Comprehensive Plan” is hereby amended by adding new Subsection “E.1.d” 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 & Character Map as set out in Exhibit “B” attached hereto and made a part hereof.

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: That this Ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this 13th day of October, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Ordinance No.4303 adopting the “Official City of College Station Comprehensive Plan” as amended, is hereby amended by adding Subsection “E.1.d” to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of 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 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. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:

- a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:

- a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
- b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 2022-4378, dated August 11, 2022.
- c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 2022-4388, dated September 8, 2022.
- d. Approximately 0.356 acres of land generally located at 217 Richards Street from Neighborhood Center to Mixed Residential – by this Ordinance, dated October 13, 2022.

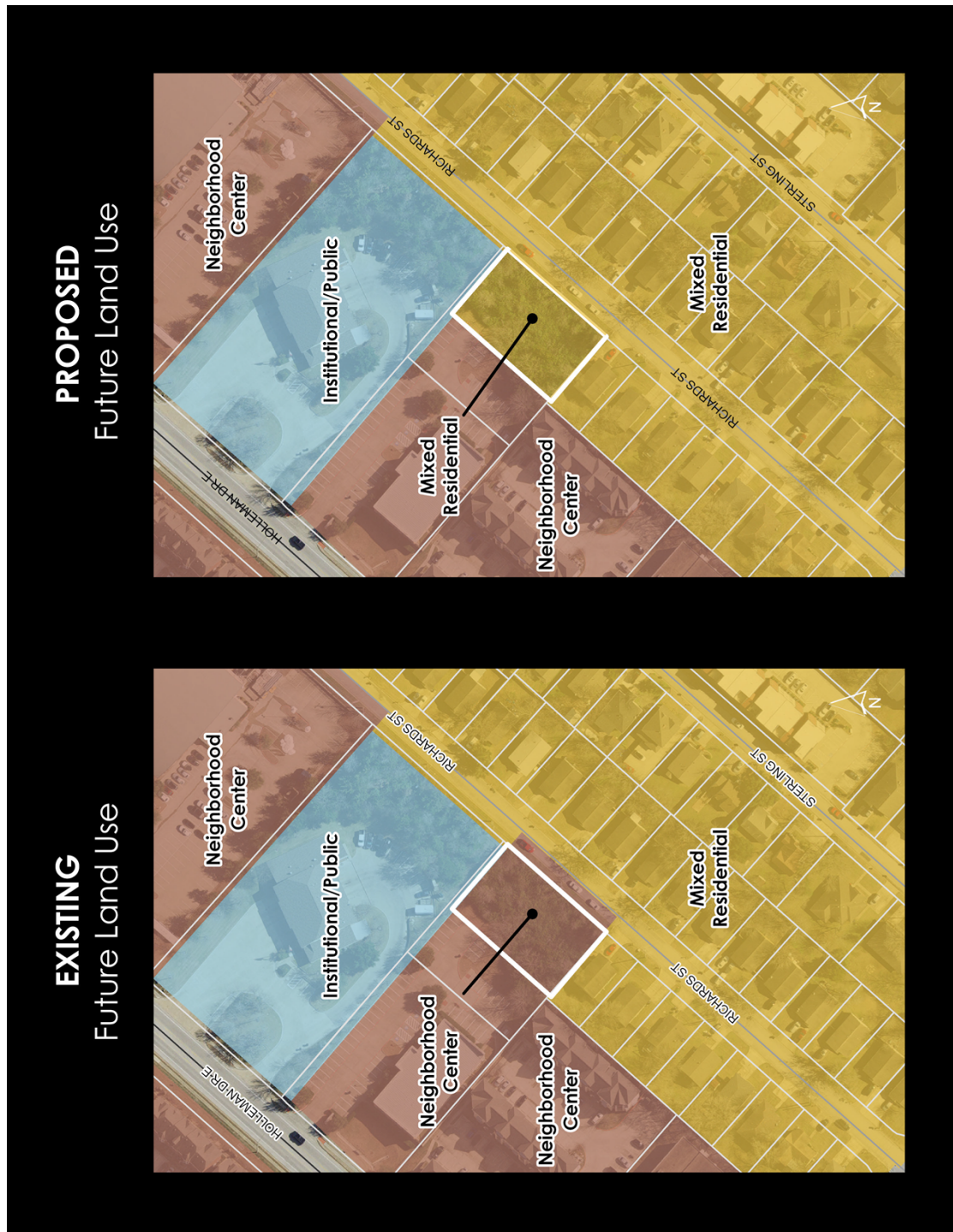
F. General

1. **Conflict.** All parts of the 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 Extraterritorial Jurisdiction (“ETJ”). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.
3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be 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 Comprehensive 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 thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive 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.

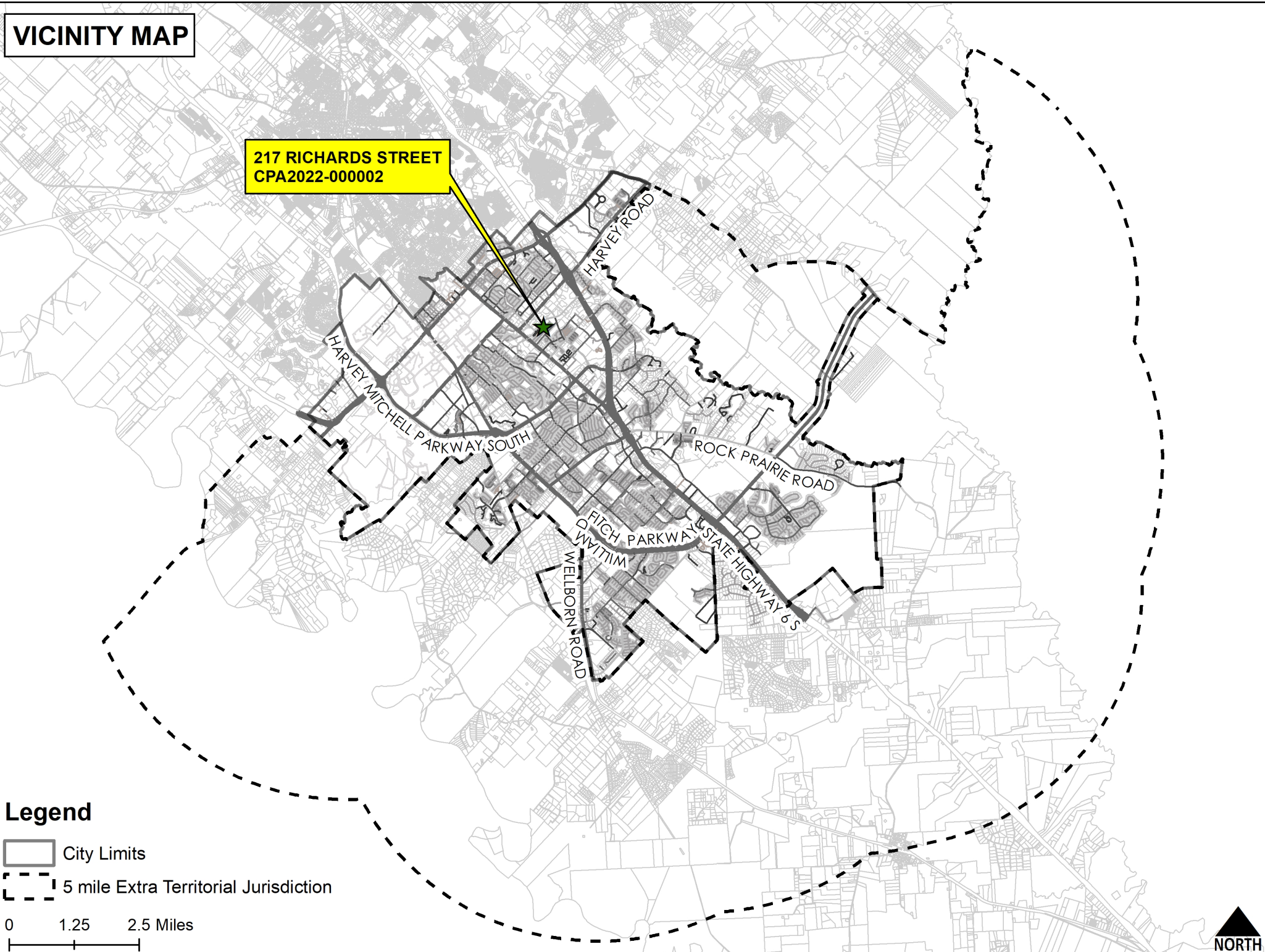
EXHIBIT B

That the “Official City of College Station Comprehensive Plan” is hereby amended by amending a portion of the map titled “Future Land Use & Character” from Neighborhood Center to Mixed Residential for the following property:



VICINITY MAP

217 RICHARDS STREET
CPA2022-000002

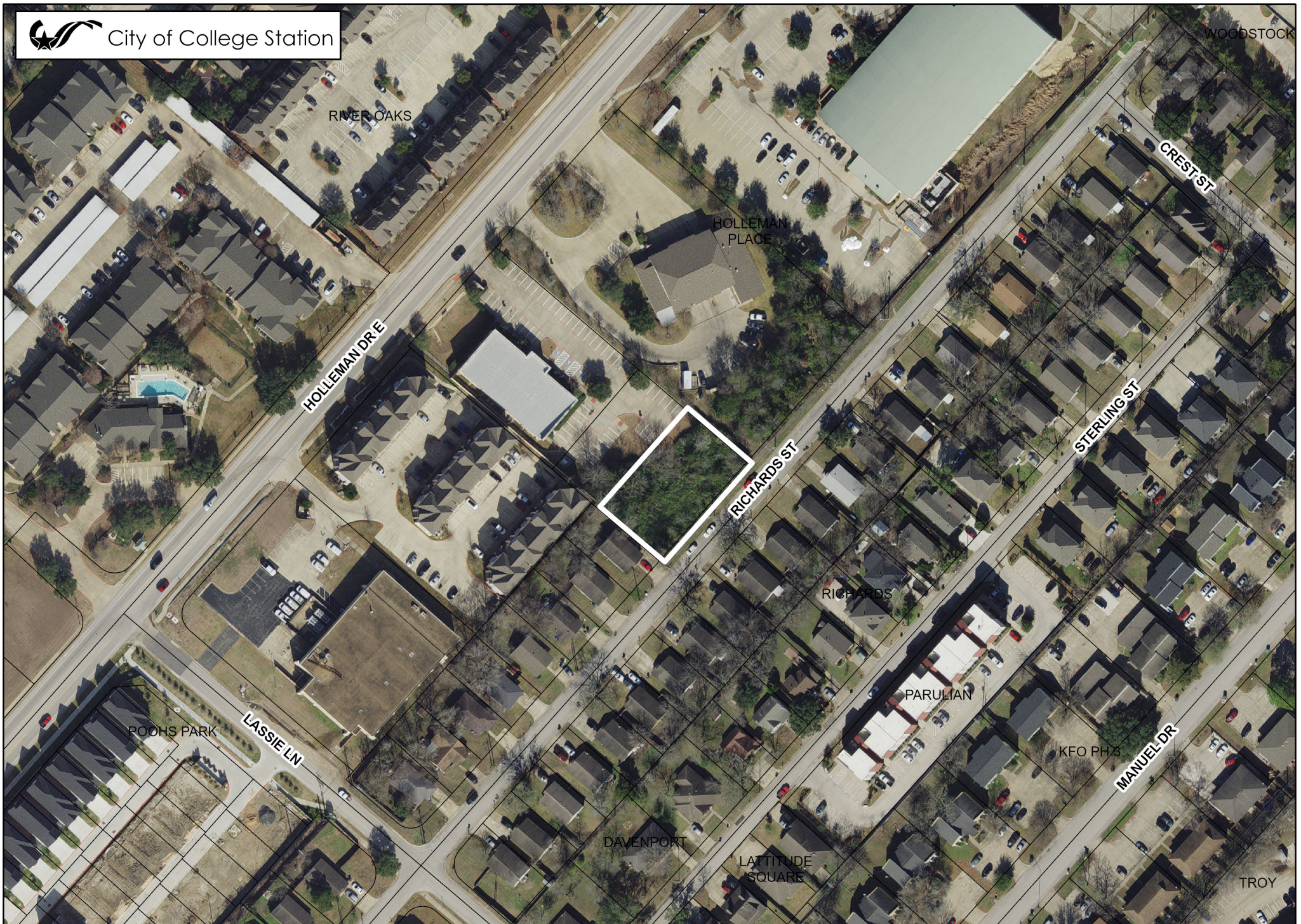


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



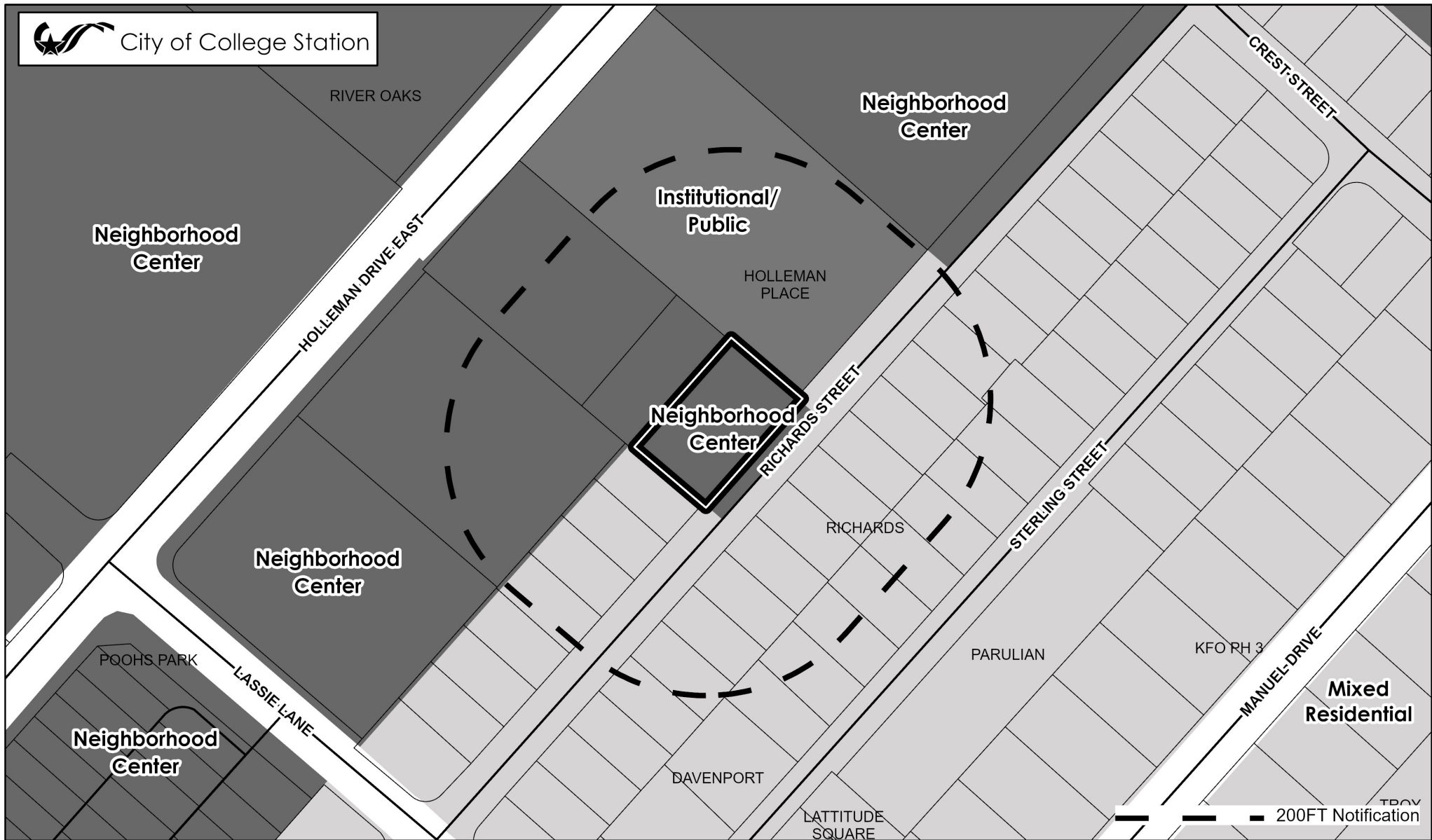


0 140 280 Feet

217 RICHARDS STREET

Case:
CPA2022-000002

**COMPREHENSIVE PLAN
AMENDMENT**



FUTURE LAND USE DISTRICTS (In Grayscale)

<u>Residential</u>	<u>Non-Residential</u>	<u>Combined Centers</u>	<u>Other</u>	<u>Wellborn</u>	
Urban Residential	General Commercial	Urban Center	Institutional/Public	Wellborn Commercial	Wellborn Estate
Mixed Residential	Neighborhood Commercial	Neighborhood Center	TAMU	Wellborn Business Park	Wellborn Estate - Open
Suburban Residential	Business Center		Parks & Greenways	Wellborn Suburban	Wellborn Preserve
Estate Residential	Medical		Natural & Open Areas	Wellborn Restricted Suburban	Wellborn Preserve - Open
Rural			Redevelopment Areas		
Neighborhood Conservation					

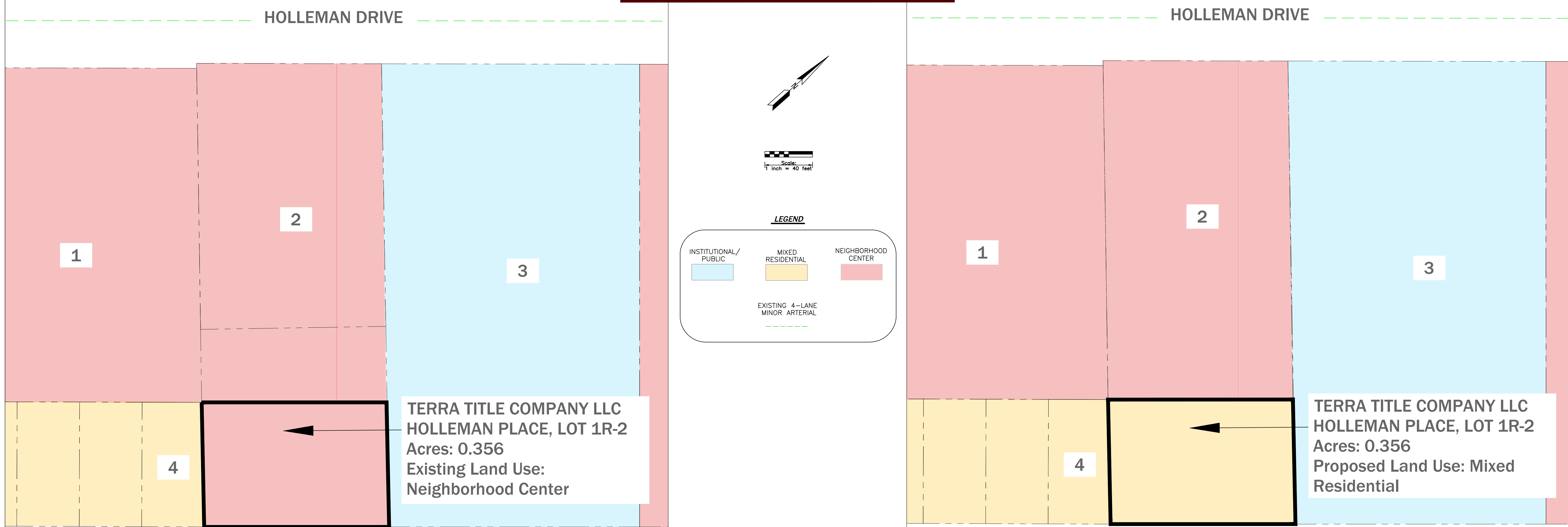
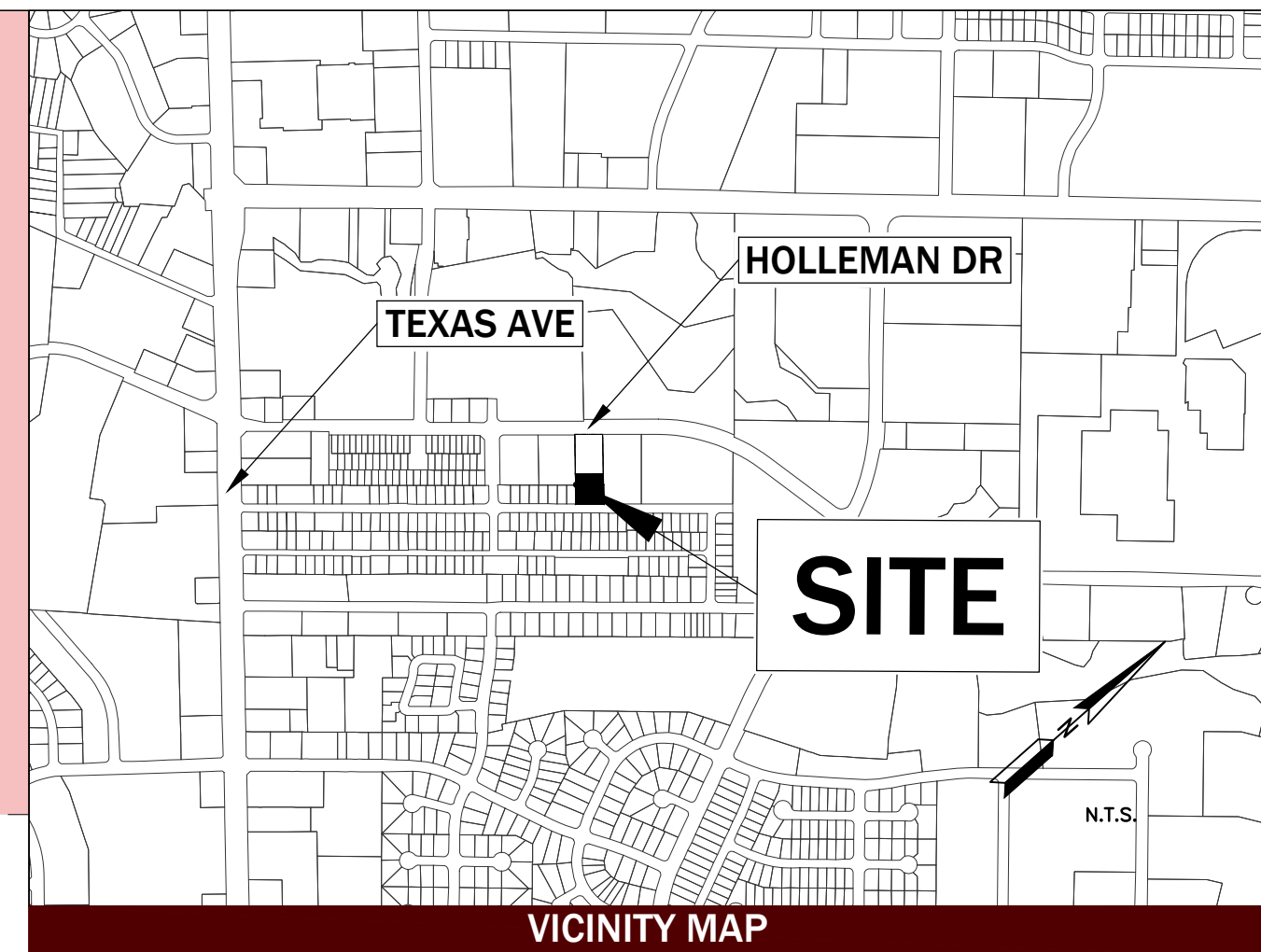


0 140 280 Feet

217 RICHARDS STREET

Case:
CPA2022-000002

**COMPREHENSIVE PLAN
AMENDMENT**



RICHARDS STREET								Number	Owner	Legal Description	Current Land Use	RICHARDS STREET							
								1	300 HOLLEMAN LLC	POOH'S PARK, BLOCK 2, LOT 2RA, & ASSOCIATED BPP	Neighborhood Center								
								2	TERRA TITLE COMPANY L.L.C.	HOLLEMAN PLACE, LOT 1R-1, ACRES .789	Neighborhood Center								
								3	COLLEGE STATION CITY OF	HOLLEMAN PLACE, LOT 2R, ACRES 1.898 (FIRE STATION)	Institutional/Public								
								4	TCP CONSOLIDATED PROPERTIES LLC	RICHARDS PH 1, BLOCK 1, LOT 18-B	Mixed Residential								

Comp Plan

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 15, 2022
Advertised Council Hearing Date: October 13, 2022

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 18
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

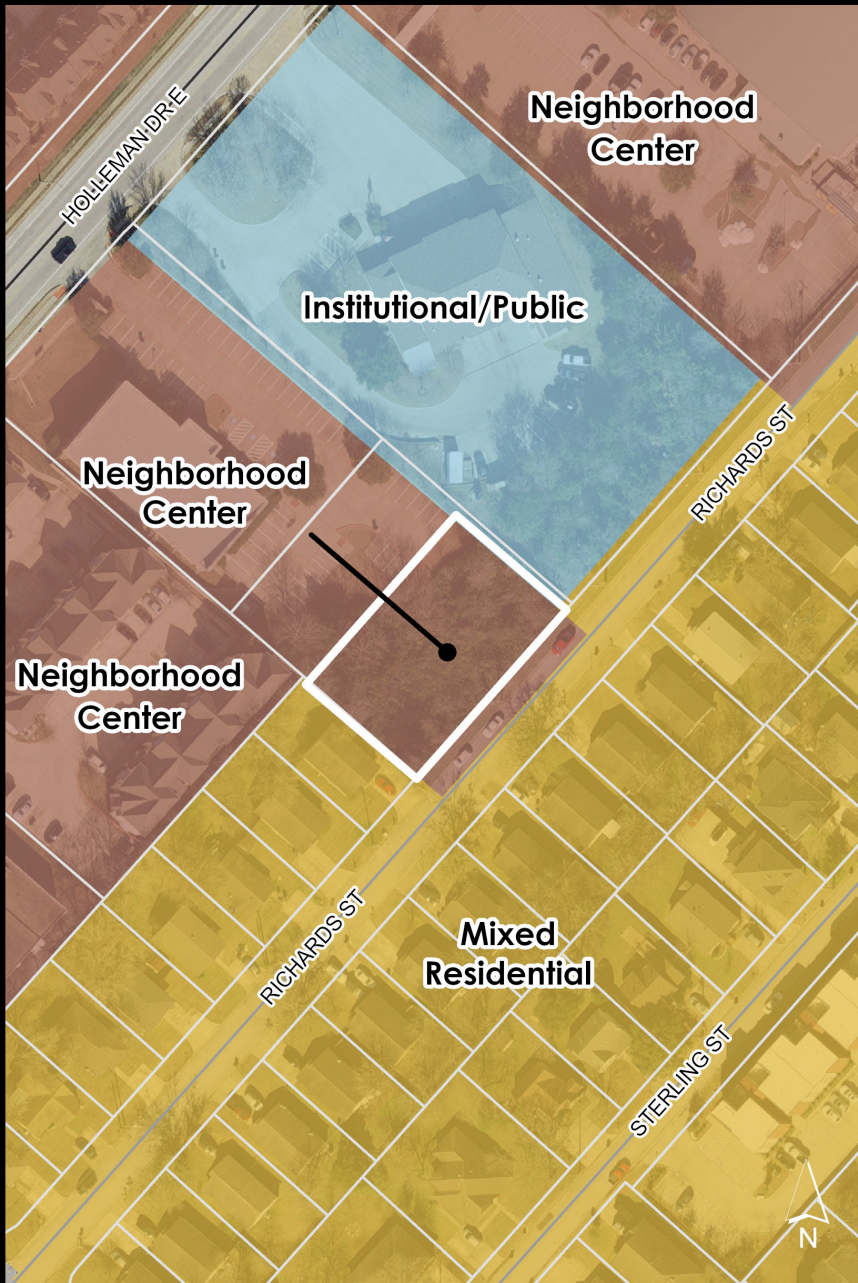
Direction	Comprehensive Plan	Zoning	Land Use
North	Institutional/Public	WPC Wolf Pen Creek	Fire Station # 1
South	Mixed Residential	GS General Suburban	Single Family Residential
East	Mixed Residential	GS General Suburban	Richards Street (local street)
West	Neighborhood Center	GC General Commercial	Office

DEVELOPMENT HISTORY

Annexation: May 1969
Zoning: D-3 Apartment House District (1969)
R-1 Residential (1971)
C-1 General Commercial (2009)
Renamed to GC General Commercial (2012)
Final Plat: Holleman Place
Site development: A portion of the adjacent office development's parking lot extended onto this lot but is being removed.

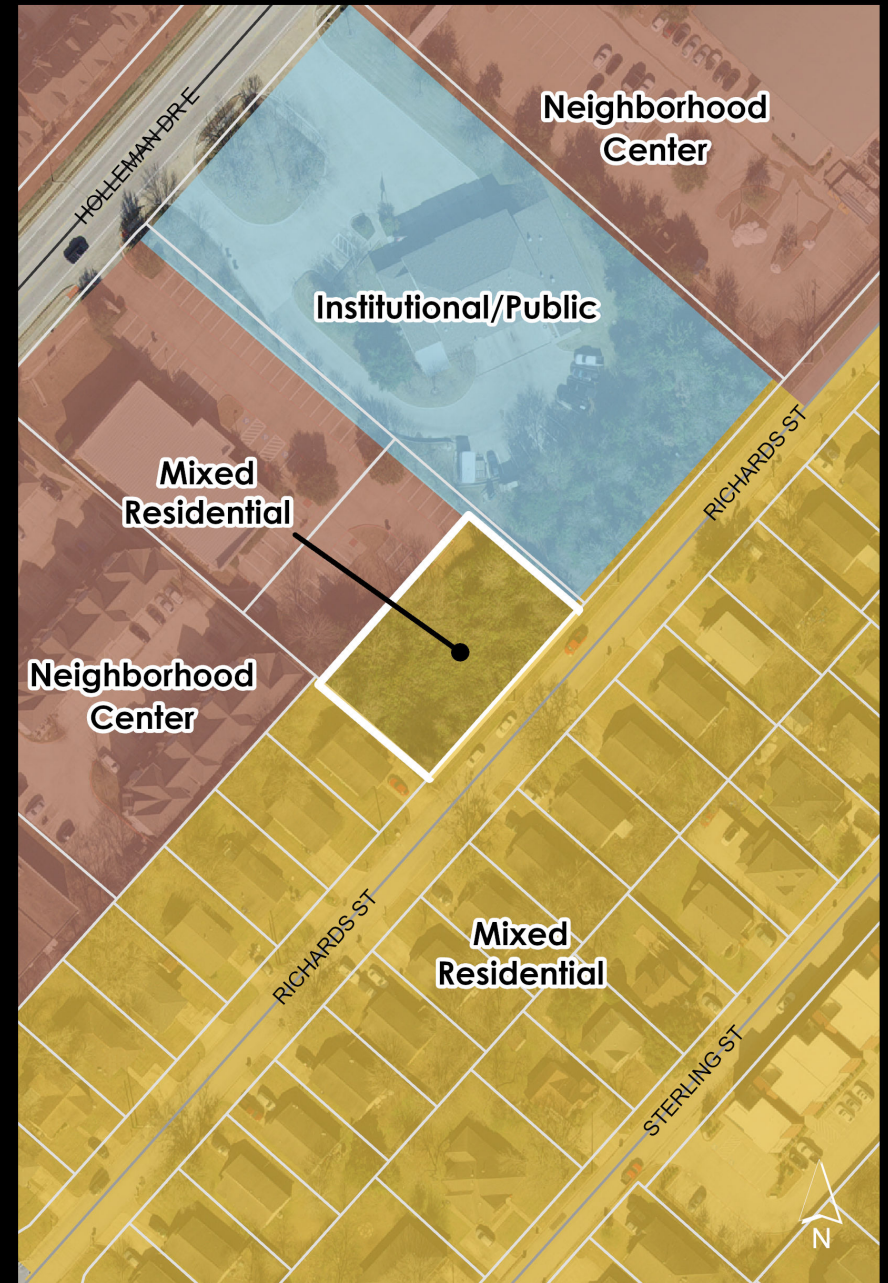
EXISTING

Future Land Use



PROPOSED

Future Land Use





COMP PLAN APPLICATION SUPPORTING INFORMATION

Name of Project: 217 RICHARDS STREET

Address:

Legal Description: HOLLEMAN PLACE, LOT 1R-2, ACRES 0.595

Total Acreage: 0.59

Applicant:: MITCHELL & MORGAN

Property Owner: TERRA TITLE COMPANY L.L.C.

What element of the Comprehensive Plan and at what location is requested to be amended?

Land Use Plan Amendment at 217 Richards Street

What is the amendment requested?

We request to amend the Land Use Plan for a portion of this lot from Neighborhood Center to Mixed Residential

What is the reason for the amendment?

The owner of the property has changed future development plans for the back portion of the lot. Without the need for office uses, he has decided to offer the remainder of the property, which has frontage on Richards Street, for residential uses.

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?

This portion of the property is not needed for future office development. By allowing it to develop as residential, it will develop more consistently with the residential properties on Richards Street.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

Amending the Land Use Plan to reflect Mixed Residential will be consistent with the pattern of residential development on Richards Street and surrounding streets as well as the character established in the area.

Explain how this change will be consistent with the goals and strategies set forth in the Comprehensive Plan.

Amending the Land Use Plan to reflect Mixed Residential will be consistent with the pattern of residential development on Richards Street and surrounding streets as well as the character established in the area.

List any other reasons to support this zone change.

N/A

List any other additional properties.

N/A

October 13, 2022
Item No. 9.3.
217 Richards Street Rezoning

Sponsor: Robin Macias

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 GC General Commercial to GS General Suburban for approximately 0.356 acres located at Holleman Place Lot 1R-2, generally located at 217 Richards Street.

Relationship to Strategic Goals:

Diverse & Growing Economy

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

Summary: This request is to rezone approximately 0.356 acres of land generally located at 217 Richards Street from GC General Commercial to GS General Suburban. The subject property was reserved for a future office building but is currently undeveloped. It is the applicant's intent to replat the property into three residential lots.

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 & Character Map as Neighborhood Center. This rezoning request is accompanied by a Comprehensive Plan Amendment application to change the land use designation from Neighborhood Center to Mixed Residential. If the Comprehensive Plan Amendment is approved, the rezoning request will align with the Comprehensive Plan.

For the Neighborhood Center land use, the Comprehensive Plan provides the following:

Areas that are appropriate for a mix of uses arranged in a compact and walkable pattern at a smaller scale than Urban Centers. These areas consist of residential, commercial, and office uses arranged horizontally in an integrated manner and may be mixed vertically within structures.

The intent of the district is to:

- Create and reinforce walkable activity centers that are connected to surrounding development and include a mix of complementary uses.
- Accommodate a mix of building types that frame attractive pedestrian spaces.

The zoning districts that are generally appropriate within this land use include: Mixed-use, commercial and multi-family zoning may be considered in some circumstances if designed in an integrated manner through a Planned Development District with a preferred emphasis on urban form.

The proposed GS General Suburban zoning is not in conformance with the Comprehensive Plan. GS General Suburban is an appropriate zoning district for a Mixed Residential land use area. Should the accompanying Comprehensive Plan Amendment request be approved, the proposed zoning would be 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 subject property is surrounded by single-family homes to the south and east and a commercial development to the west. There is multi-family development to the southwest of the subject property along Holleman Drive South. The proposed zoning district is appropriate for the surrounding area as it would allow for additional single-family developments along Richards Street.

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 a single-family residential development. The site has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance.

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:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property fronts Richards Street. Each residential lot will take access off Richards Street as it is a local street. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required.

5.) The marketability of the property:

The uses allowed by the proposed zoning district are marketable for the area. The applicant states that the uses allowed with proposed zoning will be more marketable than the uses allowed in the current GC General Commercial zoning district.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial , and Small Area Map
3. Rezoning Exhibit
4. Zoning Map
5. Future Land Use Map
6. Background Information
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 GC GENERAL COMMERCIAL TO GS GENERAL SUBURBAN, AFFECTING HOLLEMAN PLACE LOT 1R-2, GENERALLY LOCATED AT 217 RICHARDS ST, 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”** 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 13th day of October, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GC General Commercial to GS General Suburban:

Page 2 of 2

FIELD NOTES
0.356 ACRES

Being all that certain tract or parcel of land lying and being situated in the MORGAN RECTOR SURVEY, Abstract No. 46, in College Station, Brazos County, Texas and being part of Lot 1R-2, HOLLEMAN PLACE according to the Replat recorded in Volume 13178, Page 207 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found PK Nail in concrete marking the east corner of this herein described tract, said PK Nail also marking the east corner of said Lot 1R-2, the south corner of Lot 2R, HOLLEMAN PLACE according to the Replat recorded in Volume 5852, Page 230 (O.R.B.C.) and being in the northwest right-of-way line of Richards Street (based on a 50-foot width), from whence the city of College Station monument no. 127 bears N 58°39'39" E at a distance of 4,842.15 feet for reference;

THENCE: S 41°32'38" W along the northwest right-of-way line of said Richards Street for a distance of 155.00 feet to a 4" x 4" wood fence post marking the south corner of this tract, said fence post also marking the south corner of said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) and the east corner of Lot 18B, RICHARDS ADDITION according to the Replat recorded in Volume 368, Page 669 of the Brazos County Deed Records (B.C.D.R.);

THENCE: N 49°40'33" W along the common line of this tract, said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) and said Lot 18B, RICHARDS ADDITION for a distance of 100.00 feet to a point for the west corner of this herein described tract;

THENCE: N 41°32'27" E into and through said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) for a distance of 155.43 feet to a point for the north corner of this tract, said iron rod also being in the common line of said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) and Lot 2R of said HOLLEMAN PLACE (5852/230);

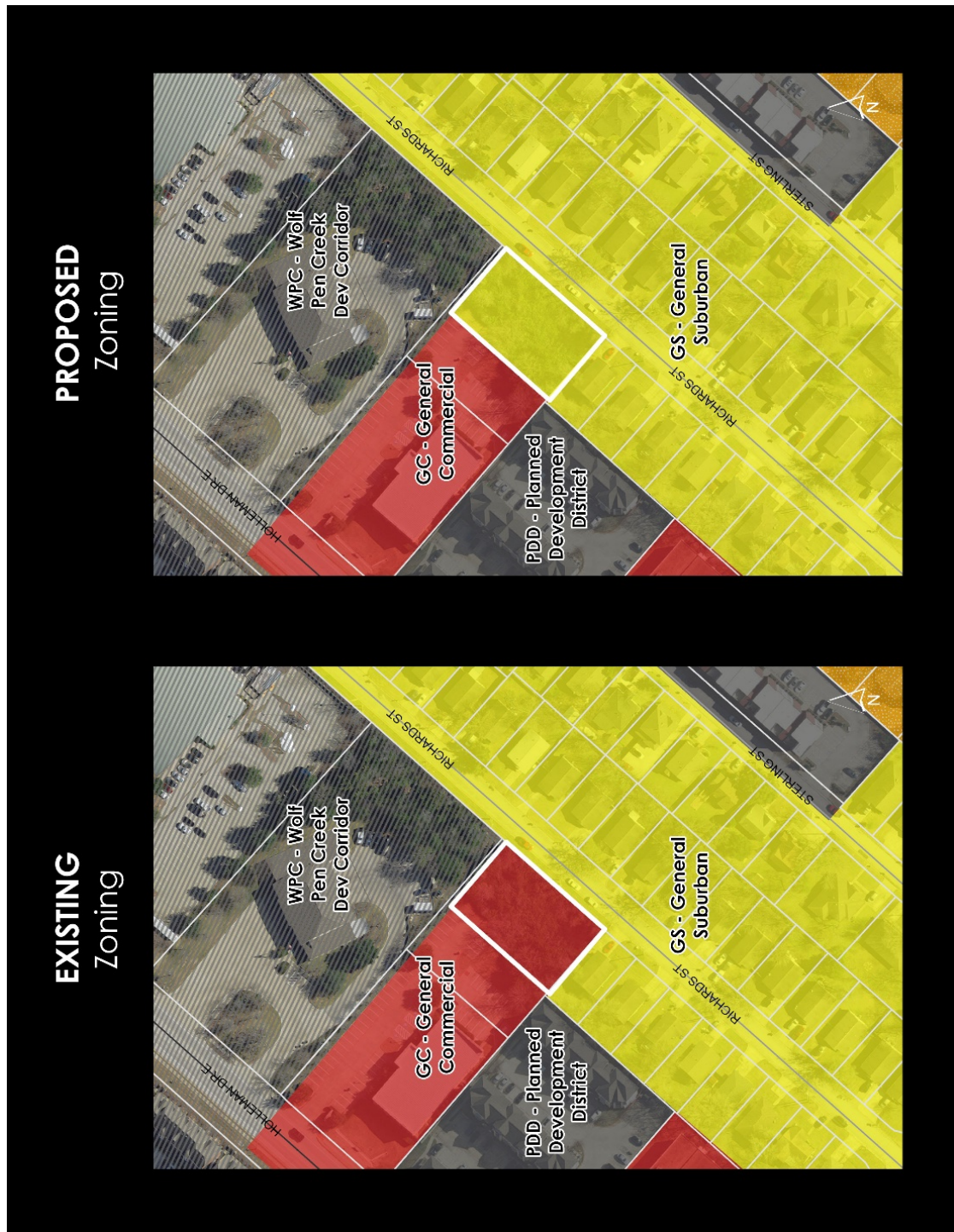
THENCE: S 49°25'42" E along the common line of this tract, said Lot 1R-2 of said HOLLEMAN PLACE (13178/207) and said Lot 2R of said HOLLEMAN PLACE (5852/230) for a distance of 100.00 feet to the POINT OF BEGINNING and containing 0.356 acres (15,518.7 square feet) of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on June, 2021.

See survey plat on Page 1 of 2
for additional information.

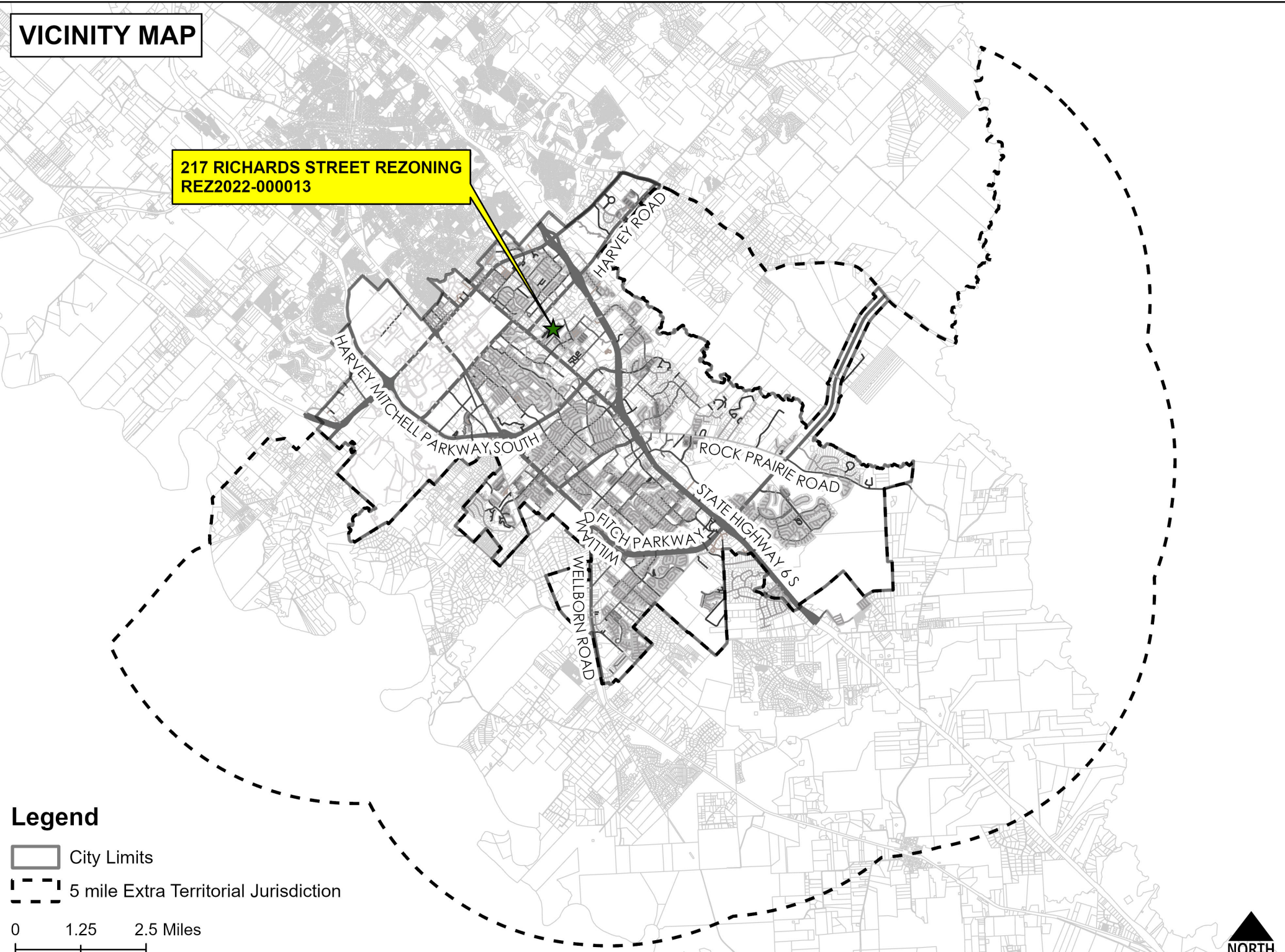


Exhibit B



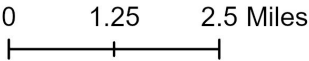
VICINITY MAP

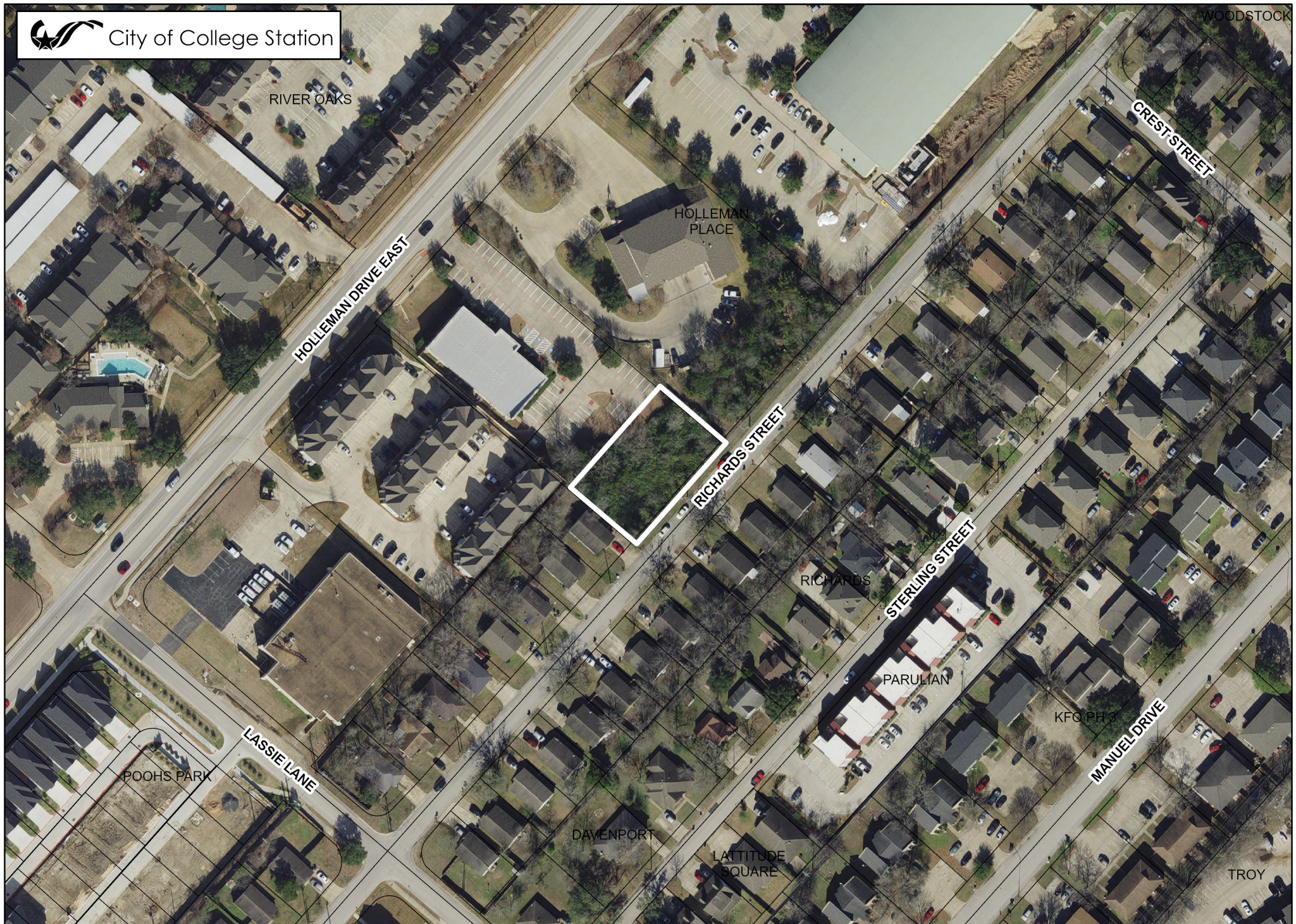
217 RICHARDS STREET REZONING
REZ2022-000013



Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction



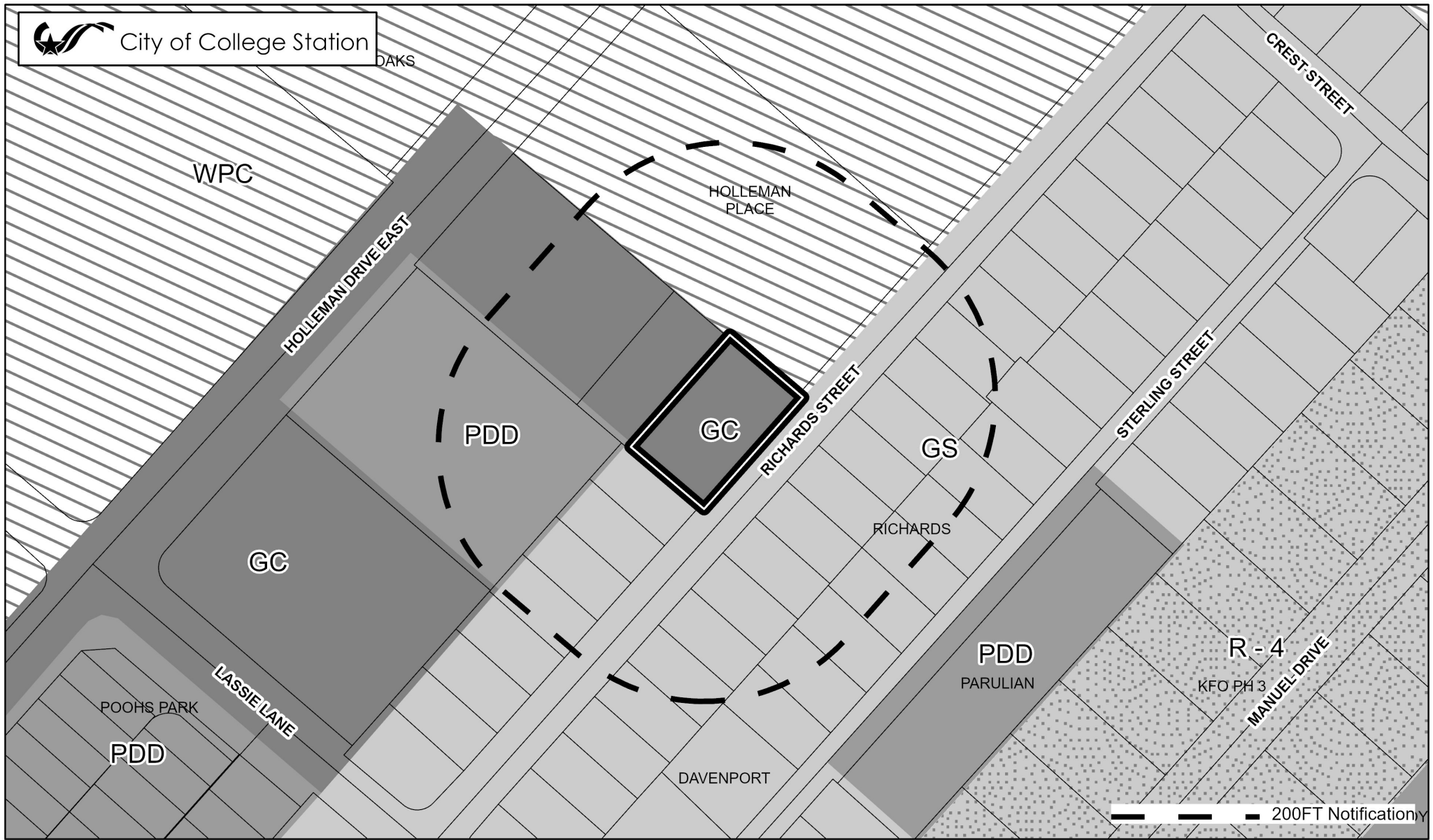


0 140 280 Feet

**217 RICHARDS STREET
REZONING**

Case:
REZ2022-000013

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenak 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

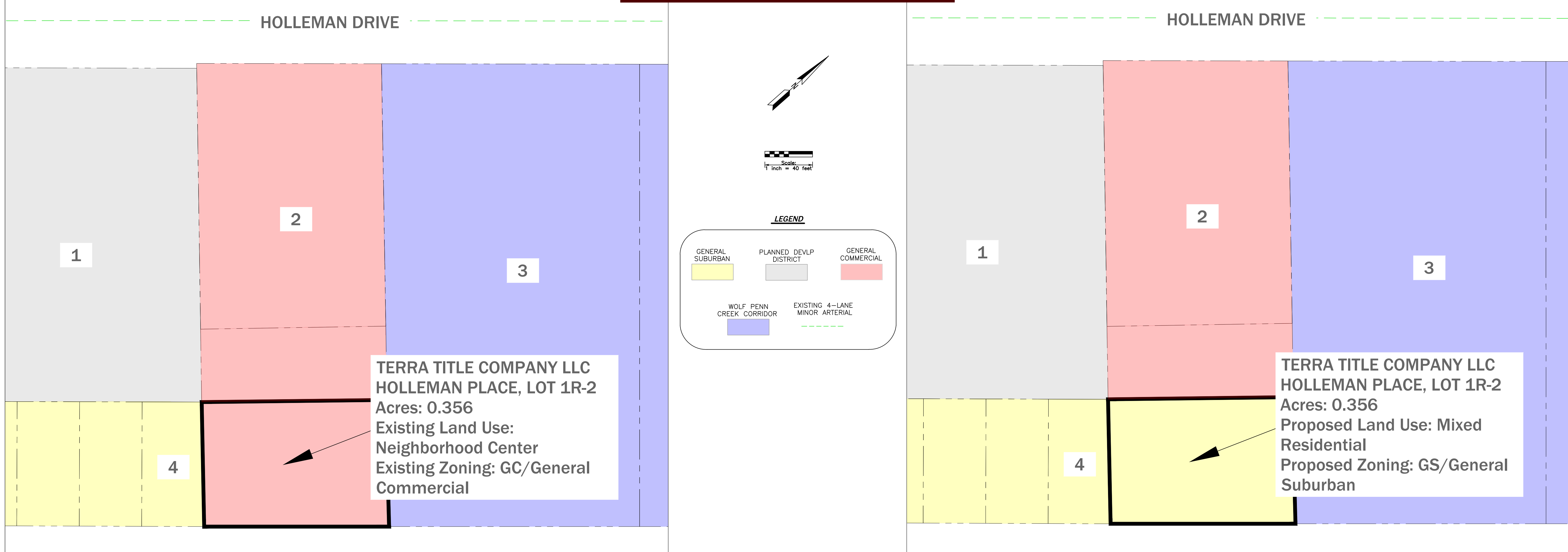
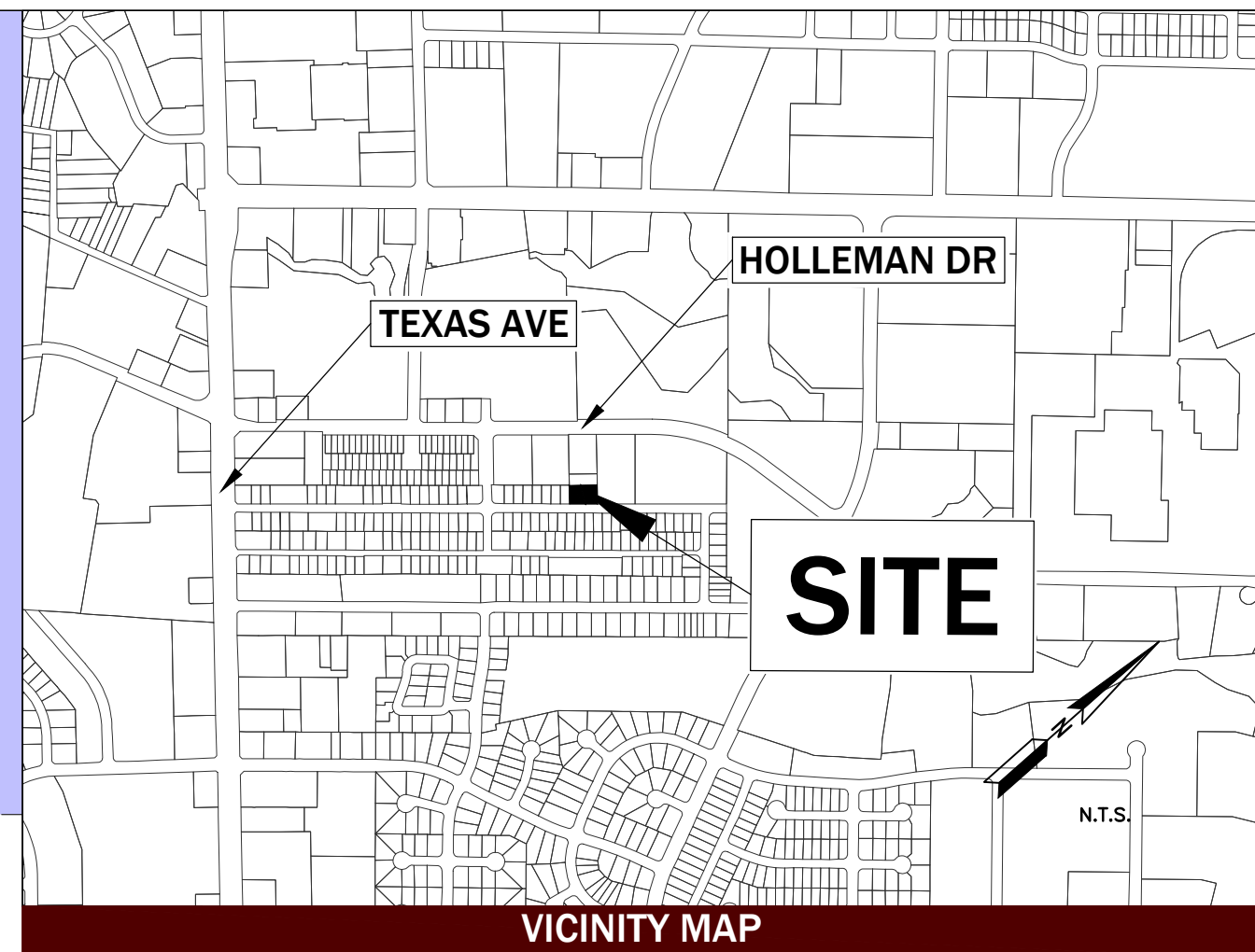


0 140 280 Feet

**217 RICHARDS STREET
REZONING**

Case:
REZ2022-000013

REZONING

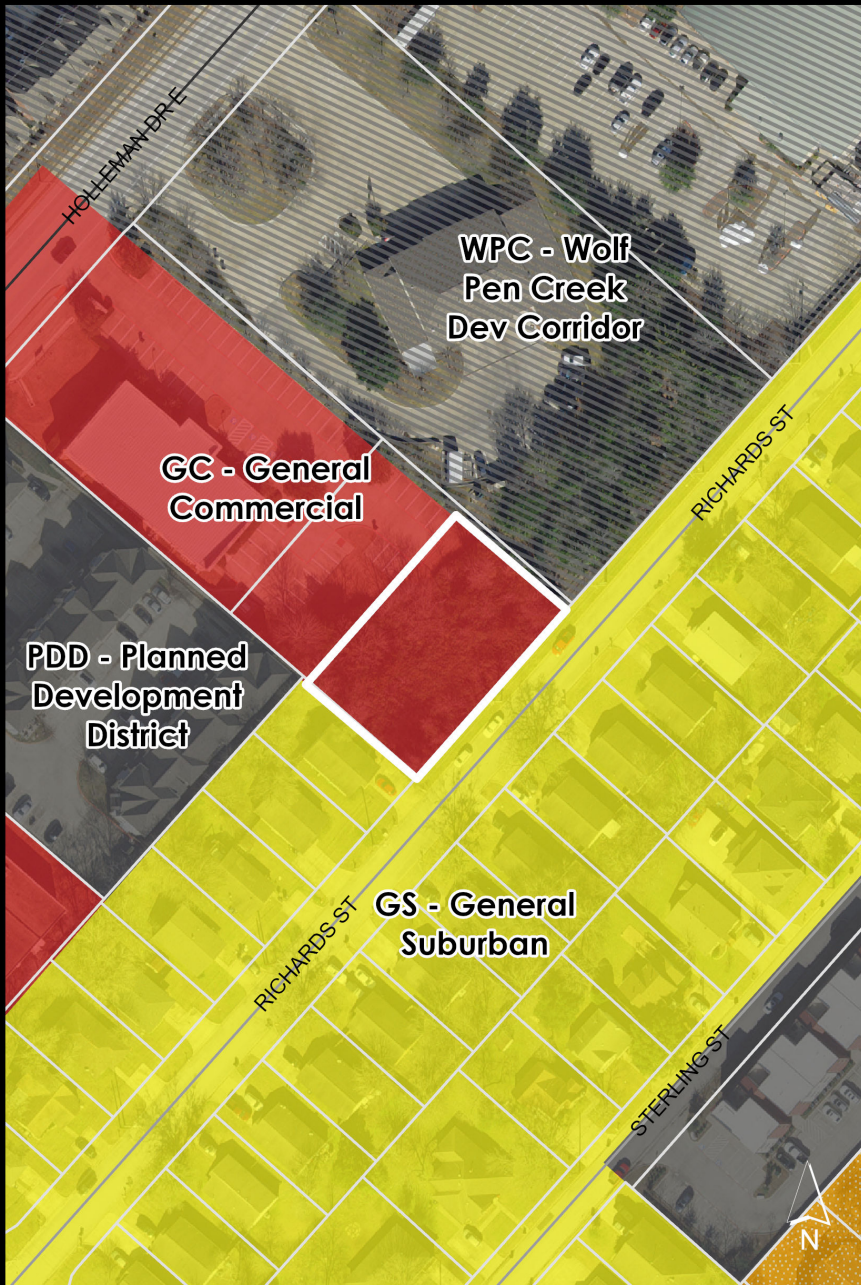


RICHARDS STREET							Number	Owner	Legal Description	Current Zoning	Current Land Use	RICHARDS STREET						
							1	300 HOLLEMAN LLC	POOH'S PARK, BLOCK 2, LOT 2RA, & ASSOCIATED BPP	PDD - Planned Development District	Neighborhood Center							
							2	TERRA TITLE COMPANY L.L.C.	HOLLEMAN PLACE, LOT 1R-1, ACRES .789	GC - General Commercial	Neighborhood Center							
							3	COLLEGE STATION CITY OF	HOLLEMAN PLACE, LOT 2R, ACRES 1.898 (FIRE STATION)	WPC - Wolf Pen Creek Dev Corridor	Institutional/Public							
							4	TCP CONSOLIDATED PROPERTIES LLC	RICHARDS PH 1, BLOCK 1, LOT 18-B	GS - General Suburban	Mixed Residential							

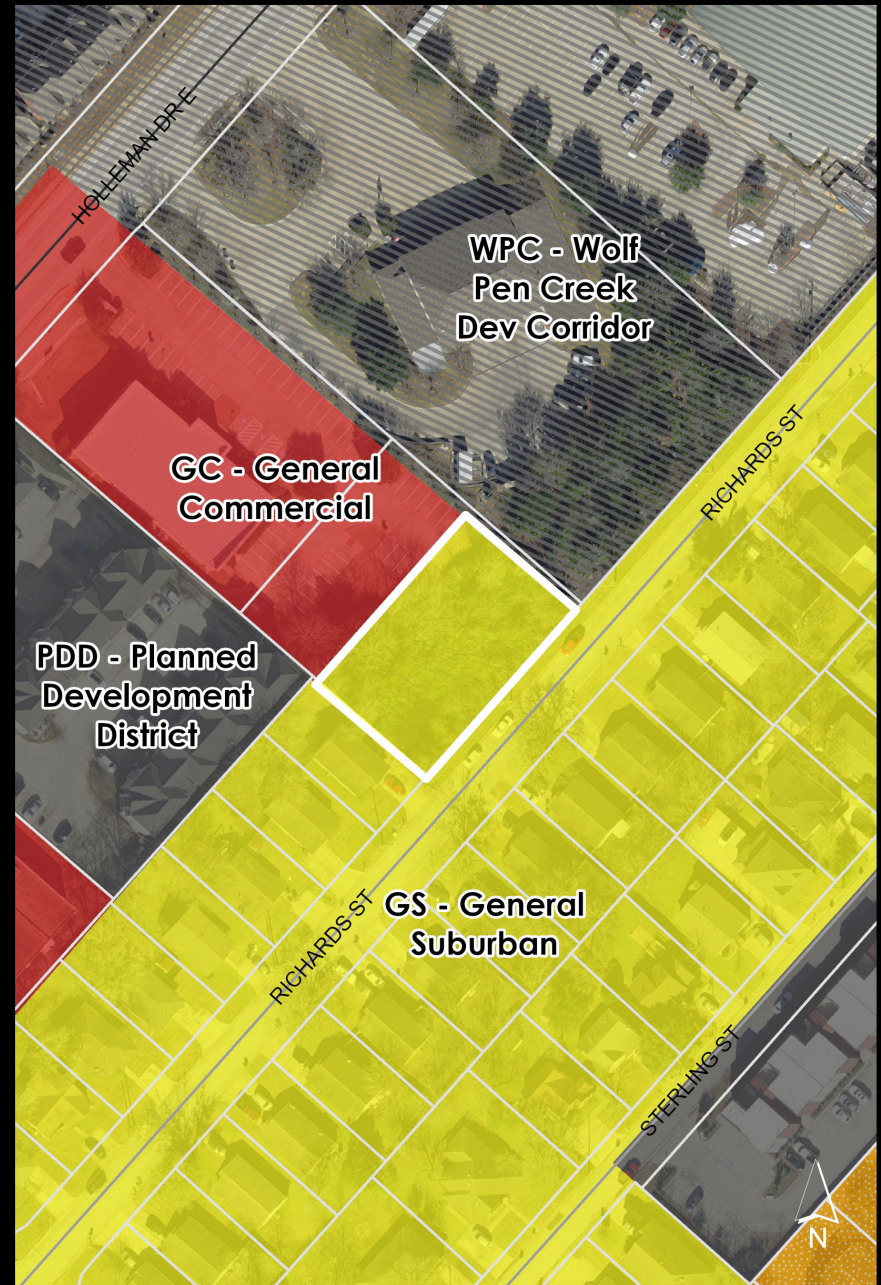
EXISTING

PROPOSED

EXISTING Zoning

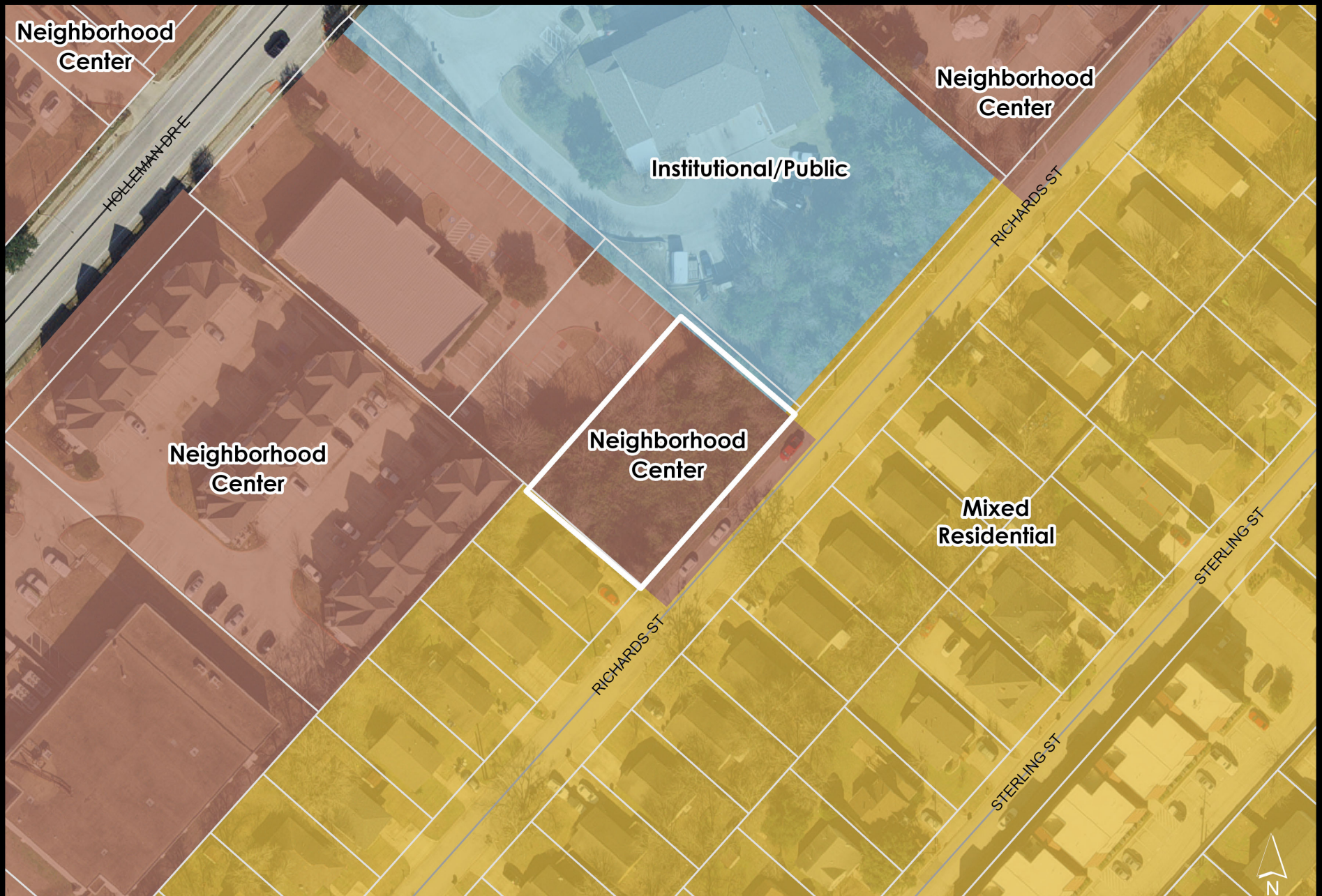


PROPOSED Zoning



EXISTING

Future Land Use



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 15, 2022
Advertised Council Hearing Date: October 13, 2022

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 18
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	Institutional/Public	WPC Wolf Pen Creek	Fire Station # 1
South	Mixed Residential	GS General Suburban	Single Family Residential
East	Mixed Residential	GS General Suburban	Richards Street (local street)
West	Neighborhood Center	GC General Commercial	Office

DEVELOPMENT HISTORY

Incorporated: May 1969
Zoning: D-3 Apartment House District (1969)
R-1 Residential (1971)
C-1 General Commercial (2009)
Renamed to GC General Commercial (2012)
Final Plat: Holleman Place
Site Development: A portion of the adjacent office development's parking lot extended onto this lot but is being removed.



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: 217 RICHARDS STREET REZONING

Address:

Legal Description: HOLLEMAN PLACE, LOT 1R-2, ACRES 0.595

Total Acreage: 0.357

Applicant:: MITCHELL & MORGAN

Property Owner: TERRA TITLE COMPANY L.L.C.

List the changed or changing conditions in the area or in the City which make this zone change necessary.

This portion of the property has been held in reserve for a future office building. There is no longer a need to develop another office building on this lot; therefore, the owner would like to allow the back portion of the lot that fronts onto Richards Street to develop in character with the surrounding residential lots.

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 made a request to amend the Comprehensive Plan to reflect this property as Mixed Residential, as established by the character of the existing pattern of development. If the Comprehensive Plan Amendment is approved, the rezoning request will be in compliance with the 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 property is suitable for some commercial uses, such as offices and would be in character with the existing office building on the property. However, the property is best suited for residential uses which would be more compatible with the neighboring residential properties.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Allowing the property to develop with residential uses is more suitable for the character of the surrounding neighborhood than the currently permitted commercial uses.

Explain the suitability of the property for uses permitted by the current zoning district.

Allowing the property to develop with residential uses is more suitable for the character of the surrounding neighborhood than the currently permitted commercial uses.

Explain the marketability of the property for uses permitted by the current zoning district.

The back portion of this property is not marketable for most general commercial uses as allowed by the existing zoning district due to low visibility from Holleman Drive. The available property could be marketable for similar office-type uses; however, from a supply and demand perspective, there is not a great need for office space in College Station as there is an abundance of office space available on the market.

List any other reasons to support this zone change.

N/A

October 13, 2022
Item No. 9.4.
Bethel Baptist Church Rezoning

Sponsor: Robin Macias

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 GC General Commercial for approximately 2.238 acres including Harvey Hillside Block 1 Lot 1, generally located at the intersection of Harvey Rd and State Highway 30.

Relationship to Strategic Goals:

Diverse & Growing Economy

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

Summary: This request is to rezone approximately 2.238 acres of land generally located at 9900 State Highway 30 from R Rural to GC General Commercial. The applicant is requesting the zoning district change to install a freestanding sign for the existing church located on the property. While churches are allowed uses in all zoning districts, freestanding signs are not allowed on properties zoned for R Rural.

REZONING REVIEW CRITERIA

1.) Whether the proposal is consistent with the Comprehensive Plan:

The subject tract was recently designated as General Commercial on the Comprehensive Plan Future Land Use & Character Map during the 10-year Comprehensive Plan update. For the General Commercial land use, the Comprehensive Plan provides the following:

Areas of commercial activities that cater to both nearby residents and to the larger community. These areas tend to be large and located along regionally significant roads.

The intent of the district is to:

- Accommodate a wide range of commercial uses.
- Concentrate future commercial development at major intersections.

The zoning districts that are generally appropriate within this land use include: general commercial, office and mixed-use zoning.

The proposed GC General Commercial zoning allows for commercial developments that are in line 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 subject property is surrounded by commercial property to the west across Harvey Road and adjacent to the south. There is an existing church to the northwest of the subject property and an undeveloped lot to the north, both of which are located within the City of Bryan's Extraterritorial Jurisdiction. To the east there is an adjacent storage building, and across Nunn Jones Road there is a fireworks stand, plumbing service, and a residential home located in the City's Extraterritorial Jurisdiction. The proposed zoning district is appropriate in the context of the area as it would allow for a commercial development on the hard corner of two major thoroughfares, and at an entry point into the City.

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 a commercial development. The site has adequate space to meet the minimum dimensional standards as set forth in the Unified Development Ordinance.

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:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is at the intersection of Harvey Road and State Highway 30, both major arterials on the Thoroughfare Plan. The existing use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required.

5.) The marketability of the property:

The uses allowed by the proposed zoning district are marketable in the area. Rezoning the property to GC General Commercial will make the property more marketable in the future for commercial development.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Rezoning Map
7. Existing Future Land Use Map

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 GC GENERAL COMMERCIAL, AFFECTING HARVEY HILLSIDES BLOCK 1 LOT 1, GENERALLY LOCATED AT THE INTERSECTION OF HARVEY ROAD AND STATE HIGHWAY 30, 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 13th day of October, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GC General Commercial to GS General Suburban:



FIELD NOTES DESCRIPTION
OF A
2.238 ACRE TRACT
MARIA KEGANS LEAGUE SURVEY, ABSTRACT 28
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 2.238 ACRES IN THE MARIA KEGANS LEAGUE SURVEY, ABSTRACT 28, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING ALL OF A CALLED 2.245 ACRE TRACT OF LAND CONVEYED TO BETHEL BAPTIST CHURCH IN VOLUME 2431, PAGE 175 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID 2.238 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a blue plastic cap stamped “KERR SURVEYING” set on the southwest line of State Highway 30 (variable width right-of-way per TXDOT plans) and the southeast line of Harvey Road (120' wide right-of-way per TXDOT plans) and being the west corner of a called 0.11 acre tract condemned by the State of Texas in Volume 1081, Page 552 (ORBCT), and being the north corner of said 2.245 acre tract and also being the north corner hereof, from which the City of College Station Control Monument C594-242 bears N 23°39'24" E, a distance of 650.69 feet;

THENCE, with the common line of said 0.11 acre tract and said 2.245 acre tract for the following two (2) courses and distances:

- 1) **S 66° 01' 49" E**, for a distance of **215.28 feet** to a 1/2 inch iron rod with a blue plastic cap stamped “KERR SURVEYING” set for an angle point;
- 2) **S 65° 25' 09" E**, for a distance of **32.20 feet** to a 1/2 inch iron rod with a blue plastic cap stamped “KERR SURVEYING” set for the south corner of said 0.11 acre tract and the north corner of a called 0.209 acre tract conveyed to Douglas J. Pederson and Cheryl A. Pederson in Volume 16006, Page 126 of the Official Public Records of Brazos County, Texas (OPRBCT), from which a 5/8 inch iron rod with a plastic cap stamped “JONES AND CARTER” found bears N 31° 24' 34" W, a distance of 3.84 feet;

THENCE, with the common line of said 0.209 acre tract and said 2.245 acre tract for the following two (2) courses and distances:

- 1) **S 24° 57' 22" W**, for a distance of **131.51 feet** to a 1/2 inch iron rod found for the southwest corner of said 0.209 acre tract and an interior ell corner of said 2.245 acre tract and an interior ell corner hereof;
- 2) **S 74° 06' 41" E**, for a distance of **73.12 feet** to a 1/2 inch iron rod with a blue plastic cap stamped “KERR SURVEYING” set on the northwest margin of Nunn Jones Road (right-of-way appears to be prescriptive in nature) and for the south corner of said 0.209 acre tract and the east corner of said 2.245 acre tract and the east corner hereof;

THENCE, with the northwest margin of said Nunn Jones Road and the southeast line of said 2.245 acre tract, **S 24° 43' 31" W**, for a distance of **129.43 feet** to a 3/4 inch iron rod found for the northeast corner of a called 1.13 acre tract conveyed to Floyd Henry Manning and Jo Susan Manning in Volume 498, Page 83 of the Deed Records of Brazos County, Texas (ORBCT) and being the southeast corner of said 2.245 acre tract and the southeast corner hereof, from which a 3/8 inch iron rod found bears S 24° 43' 31" W, a distance of 268.91 feet;

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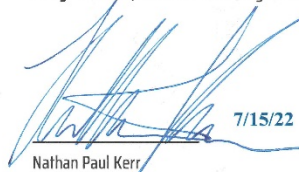
THENCE, with the common line of said 1.13 acre tract and said 2.245 acre tract for the following two (2) courses and distances:

- 1) **N 71° 31' 52" W**, for a distance of **301.25 feet** to a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found for an angle point;
- 2) **N 55° 19' 10" W**, passing a cotton spindle found at a distance of 150.90 feet and continuing for a total distance of **151.16 feet** to a point on the southeast line of said Harvey Road, being the north corner of said 1.13 acre tract and the west corner of said 2.245 acre tract and the west corner hereof, from which a 5/8 inch iron rod with a yellow plastic cap stamped "KERR 4502" found bears S 45° 16' 27" W, a distance of 205.23 feet, also from said point, a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found bears S 45° 16' 27" W, a distance of 1, 461.98 feet;

THENCE, with the common line of said Harvey Road and said 2.245 acre tract for the following two (2) courses and distances:

- 1) **N 45° 16' 27" E**, passing a 3/8 inch iron rod found at a distance of 75.34 feet and continuing for a total distance of **236.82 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for an angle point, from which a 5/8 inch iron rod with a plastic cap stamped "JONES AND CARTER" found bears N 21° 51' 12" W, a distance of 1.57 feet;
- 2) **N 80° 08' 23" E**, for a distance of **55.91 feet** to the **POINT OF BEGINNING** hereof and containing **2.238 acres**, more or less.

Surveyed on the ground July 2022 under my supervision. See plat prepared July 2022 for other information. 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 1.00011028047280 (calculated using GEOID12B). Reference drawing: 22-513-BOUNDARY.


7/15/22

Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834



KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

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Exhibit B

PROPOSED Zoning



EXISTING Zoning



VICINITY MAP

BETHEL BAPTIST CHURCH
REZ2022-000015

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



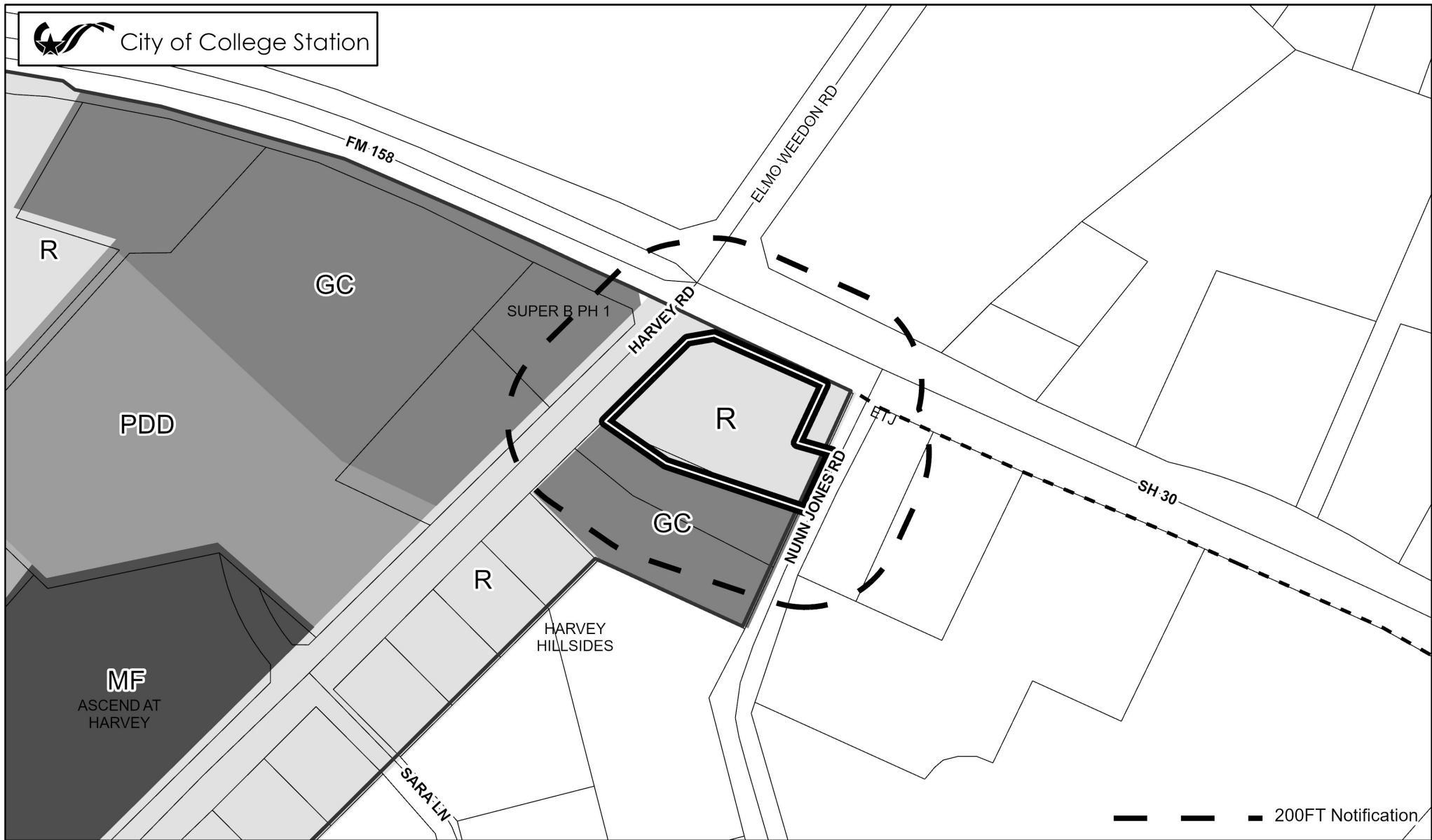


0 275 550 Feet

BETHEL BAPTIST CHURCH

Case:
REZ2022-000015

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy 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

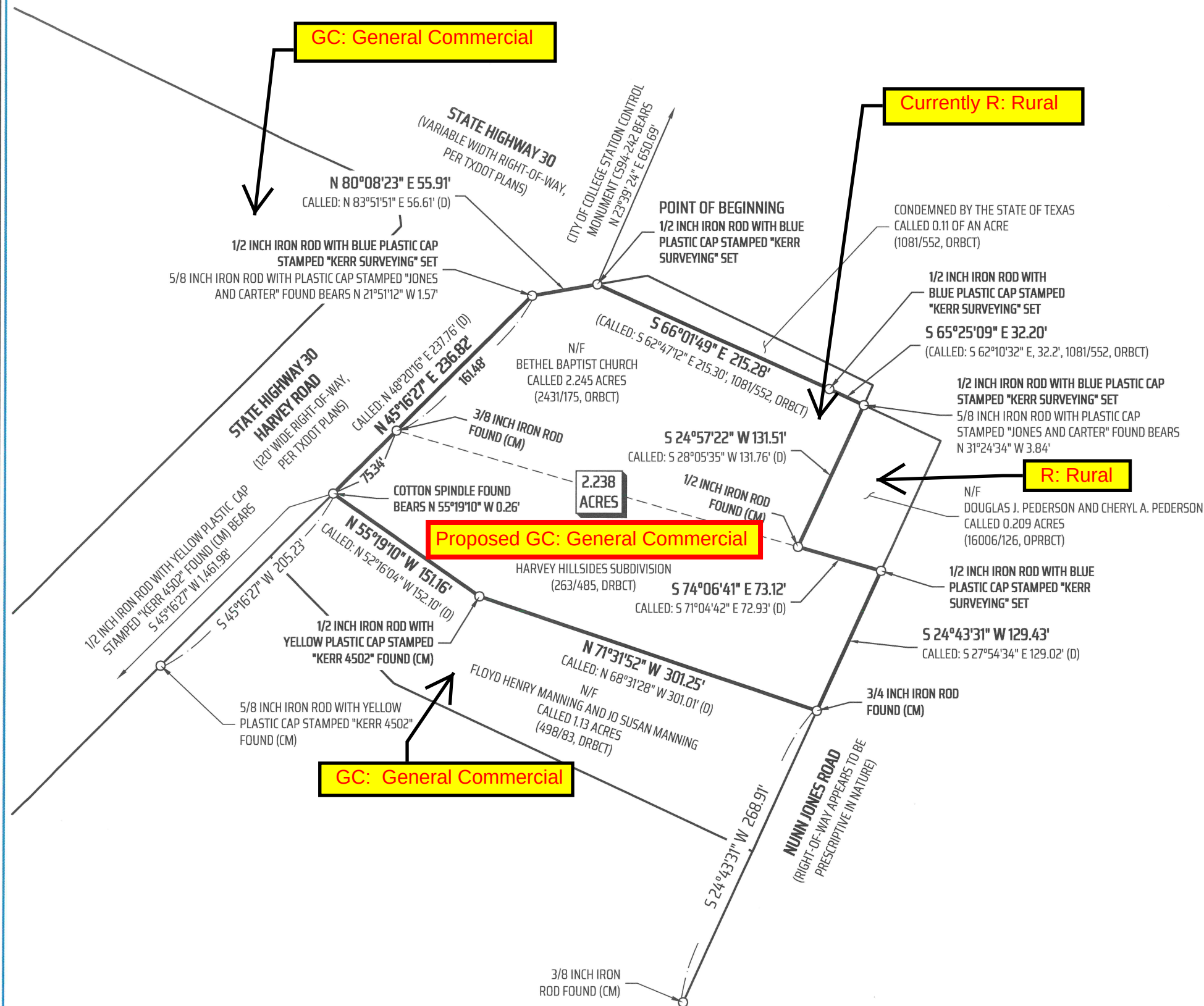


0 275 550 Feet

BETHEL BAPTIST CHURCH

Case:
REZ2022-000015

REZONING



GENERAL NOTES

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 1.00011028047280 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

(D) INDICATES THE DEED OF CALLED 2.245 ACRE TRACT RECORDED IN VOLUME 2431, PAGE 175 ORBCT.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE BOUNDARY OF THE PROPERTY ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

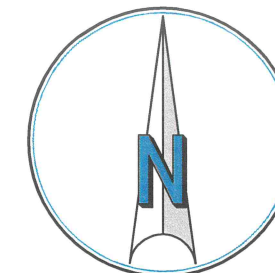
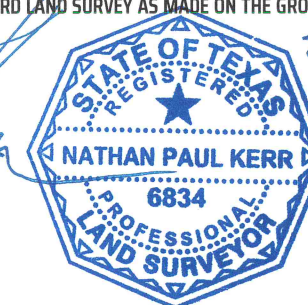
FLOOD PLAIN NOTES:

THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED AND DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0220F, REVISED DATE: 04-02-2014.

SURVEYOR'S CERTIFICATE:

I, NATHAN PAUL KERR, R.P.L.S. NO. 6834, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

NATHAN PAUL KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6834



SCALE: 1" = 100'

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

TSPS STANDARD LAND SURVEY PLAT
OF A
2.238 ACRE TRACT
CALLED TO BE 2.245 ACRES IN
VOLUME 2431, PAGE 175 ORBCT
MARIA KEGANS LEAGUE SURVEY, ABSTRACT 28
COLLEGE STATION, BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 100 FEET
SURVEY DATE: 07-08-2022 | PLAT DATE: 07-15-2022
JOB NUMBER: 22-513 | CAD NAME: 22-513-BOUNDARY
POINT FILE: SUMMIT-GTG (cont); 22-513 (job)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 15, 2022
Advertised Council Hearing Date: October 13, 2022

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 9
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	State Highway 30 (6-lane Major Arterial)	n/a	State Highway 30 (4-lane Major Arterial)
South	General Commercial	GC General Commercial	Commercial
East	Nunn Jones Road (Rural Street)	n/a	Nunn Jones Road (Rural Street)
West	Harvey Road (4-lane Major Arterial)	n/a	Harvey Road (2-lane roadway)

DEVELOPMENT HISTORY

Incorporated: September 1980
Zoning: A-O Agricultural Open (upon annexation)
R Rural (renamed 2013)
Final Plat: Harvey Hillsides
Site Development: Bethel Baptist Church



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: REZONE FROM R: RURAL TO GC: GENERAL COMMERCIAL

Address: 9900 STATE HIGHWAY 30

Legal Description: HARVEY HILLSIDES, BLOCK 1, LOT 1 (NE HALF OF) & 1.79AC IN M KEGAN, ACRES 2.92

Total Acreage: 2.238

Applicant:: Steve Lovett

Property Owner: BETHEL BAPTIST CHURCH OF HARVE

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The demographics for this neighborhood are quickly changing from rural urban fringe to urban. Numerous new single family and multi-family residential developments have been built or are currently under construction within a 1-mile radius of this property. Moreover, the combined traffic counts at the SH 30 / FM 158 intersection exceed +/- 30,000 VPD.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Yes. Conforming

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 property on the opposite corner to the west is used as a convenience store and neighborhood retail. The property to the south is the original C&J Restaurant (formerly a C-Store). The property to the east is used as an office/warehouse facility. The property to the north is vacant land awaiting adequate utilities so that it can be put to a commercial use.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The subject property has adequate size, shape, topography and utilities to be put to a commercial use consistent with other comparable tracts located at high traffic intersections.

Explain the suitability of the property for uses permitted by the current zoning district.

The subject tract is not consistent with a R rural use inasmuch as the neighborhood characteristics have changed significantly in recent years. Moreover, the current R rural zoning does not allow the church to upgrade / replace its current signage. The current sign is non-conforming to the R rural zoning sign size requirements.

Explain the marketability of the property for uses permitted by the current zoning district.

The subject land is improved with Bethel Baptist church which is the oldest Baptist Church in Brazos County. The church exceeds 150 years old and was situated on this site long before the City of College Station was incorporated. It is not anticipated that the church building, nor the excess land will be marketed within the foreseeable future.

List any other reasons to support this zone change.

Because at the City's recommendation at a PAC meeting held on 2/6/2019, we have been waiting patiently for the city to revise its Comprehensive Plan so that we can re-zone the property to C-Commercial and construct a new aesthetically pleasing sign.

EXISTING Zoning



PROPOSED Zoning



EXISTING

Future Land Use



October 13, 2022
Item No. 9.5.
Shared Housing

Sponsor: Michael Ostrowski, Director of Planning and Development

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.6 "Landscaping and Tree Protection," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the creation of a new use called Shared Housing.

Relationship to Strategic Goals:

- Neighborhood Integrity

Recommendation(s): The Planning and Zoning Commission heard this item at their 9/1/22 meeting and unanimously recommended approval. Staff also recommends approval.

Summary: City staff presented at two City Council workshops (5/27/2021 and 4/28/2022) on options to preserve neighborhood character / integrity. One of the items coming out of the workshops was to address issues relating to the increasing number of properties that are redeveloping into a Shared Housing type use, which may not be compatible with the other residential uses within the area. To address the concerns, one of the first steps is to define the use within the Unified Development Ordinance (UDO). Therefore, staff is proposing to create a use and related definition for Shared Housing. Shared Housing, also known as "Stealth Dorms" or "Ag Shacks" are uses that typically facilitate allowing more than four unrelated persons within a residential dwelling unit, which exceeds the definition of Family. However, because the structures are currently categorized as single-family, they have been allowed to develop within single-family residential neighborhoods.

On 9/22/2022, City Council tabled this item to allow staff the opportunity to meet with the building/development community to discuss potential concerns. Staff held a building and development breakfast on 9/29/2022 where they presented the item, answered questions, and received feedback on potential modifications to the ordinance and potential next steps. Some attendees expressed concerns with some of the criteria being used to help define Shared Housing. In addition, if a Shared Housing use is established, several attendees expressed a desire to identify locations for these uses to locate legally, which included a discussion regarding the City initiating these rezonings, especially where many of these uses already exist or are likely to exist in the future.

The following is a list of some of the comments regarding the definition, along with responses to them:

- Concerns about new administrators reading the definition, and how it will be applied.

- In order to assist administrators in determining what uses would be considered Shared Housing, qualifiers have been established. While some qualifiers may also be characteristics of other residential uses, staff have modified the beginning portion of the definition to include a component that these characteristics are supportive of increased occupancy beyond that of one (1) family.

A residential dwelling unit providing complete, independent living facilities designed to exceed occupancy levels of more than one (1) family, including permanent provisions for living, sleeping, cooking, eating, and sanitation. Such use may be identified and differentiated from other residential uses by considering a combination of structure or property characteristics that may be used to increase occupancy to more than one (1) family, such as:...

This should help provide additional guidance to current and future administrators that just because a structure or property has certain characteristics, does not necessarily mean it is Shared Housing. The characteristics would need to further support the probability of over occupancy.

- Concerns that standard 4 BD/ 4 BA houses would be subject to this definition and the parking criteria being included in the bulleted list would incentivize developers to not provide parking.
 - It is not the intent to have dwelling units designed to house one (1) family to be considered this use. The number of parking spaces that a property has is not the sole determining factor in determining a Shared Housing use. It is a combination of factors that assist in determining the use. If the use is determined Shared Housing, they will need to meet the parking requirements for Shared Housing.
- Do not keep the following qualifiers as part of the definition: (1) A dwelling unit that is in excess of one story; (2) The property where the dwelling unit is located does not contain a garage; (3) The property where the dwelling unit is located contains a parking area that will allow parking in excess of four vehicles; and (4) The property where the dwelling unit is located is within two (2) miles of a campus of higher education.
 - These characteristics are helpful in differentiating a Shared Housing use compared to other residential uses, and staff recommend keeping them within the definition, with the exception for the property being located within two (2) miles of campus. In addition, staff have modified some of the characteristics to provide additional clarity, such as:

A residential dwelling unit that is in excess of one story for the main purpose of reducing the building footprint on the lot to meet impervious surface requirements.

The property where the residential dwelling unit is located does not contain a garage, or if it contains a garage, has the ability to support additional living space.

- Clarify what is considered a campus of higher education.

- By removing the two (2) mile characteristic, there is no further reference to a campus of higher education.
- Look at the ratio of common areas (game room, den, living, etc.) within a structure to bedrooms as a criterion.
 - This becomes very difficult to determine as common space is not easily defined. Also, houses vary in size, which creates concerns with specifying a definitive ratio.
- Consider an exemption where the property owner can prove they have a homestead exemption on the home.
 - This characteristic could change with ownership and is not a physical characteristic of the structure or property. Furthermore, it creates challenges for people who may be building a structure, as they would likely not have a homestead exemption on the property at the time of construction. Staff would not recommend adding this.

After hearing the comments regarding the definition, staff propose the following modifications to address some of the concerns heard, as well as to provide additional clarity:

Modified Definition (Changes)

A residential dwelling unit providing complete, independent living facilities designed to exceed occupancy levels of more than one (1) family, including permanent provisions for living, sleeping, cooking, eating, and sanitation. that is designed or intended to be used for the purpose of housing more than four unrelated persons. Such use may be identified and differentiated from other residential uses by considering a combination of structure or property characteristics that may be used to increase occupancy to more than one (1) family, such as: ,but not necessarily all, of the following characteristics:

1. A residential dwelling unit containing more than four bedrooms or able to house more than four people using other rooms such as dens, offices, game rooms, or similar spaces alike that have the potential to be used for sleeping purposes in accordance with the International Residential Code (IRC) definition of habitable space;
2. A residential dwelling unit containing a similar bedroom to bathroom parity in excess of four;
3. A residential dwelling unit containing a high quantity of bathrooms, usually in excess of four, of which most can only be accessed through a bedroom or other room such as a den, office, ~~or~~ game room, or similar space;
4. A residential dwelling unit that is in excess of one story for the purpose of limiting the building footprint on the lot to meet impervious cover requirements;
5. The property where the residential dwelling unit is located does not contain a garage, or if it contains a garage, has the ability to support additional living space; and/or
6. The property where the residential dwelling unit is located contains a parking area that will allow parking in excess of four vehicles; and/or
7. ~~The property where the dwelling unit is located is within two (2) miles of a campus of higher education.~~

~~The Administrator shall determine whether the characteristics presented are that of a shared housing or other type of use.~~

In addition to the discussion regarding the use and definition, several members expressed that if this use is approved, that the City create a plan to identify where these uses could occur. The City recently adopted its Comprehensive Plan and the Future Land Use and Character Map within it identifies locations that may be appropriate for zoning districts that would allow Shared Housing as a permitted use. In addition to these areas, there may be additional areas that could be suitable for these types of uses. Staff recommend creating a working group comprised of builders, developers, real estate professionals, neighborhood advocates, and other stakeholders to look at what other areas may be appropriate for these uses and develop a strategy for moving forward with these areas, which may include amendments to the Future Land Use and Character Map, as well as rezonings. A map is attached to show where Shared Housing uses could be allowed with the proper zoning. While the two (2) mile reference is on the map, this is only to show where that boundary would have been located. However, with the modified ordinance, this boundary has been removed.

The Middle Housing zoning district is anticipated to be in front of City Council for consideration on 10/27/2022. This district would allow Shared Housing, along with other housing types, as a permitted use. While properties would need to be rezoned to this district to create these uses, this provides an important first step in allowing areas throughout the city to have some denser uses that would normally only be allowed through a Multi-Family zoning district.

Another comment from the builder/developer community was to not require Shared Housing uses to have to buffer or meet the Low-Density Residential Height Protection. As part of the Middle Housing

zoning district creation, other than on the periphery of the Mixed Residential land use (where it meets a lower classification/use), structures would not need to buffer or meet the Low-Density Residential Height Protection.

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

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

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. UDO - Section 6.3 - Types of Uses - Changes
3. UDO - Article 7 - General Development Standards - Changes
4. UDO - Section 11.2 - Defined Terms
5. Future Land Uses to Allow Shared Housing

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 6, "USE REGULATIONS," SECTION 6.3 "TYPES OF USE," ARTICLE 7, "GENERAL DEVELOPMENT STANDARDS," SECTION 7.2 "GENERAL PROVISIONS," SECTION 7.3 "OFF-STREET PARKING STANDARDS," SECTION 7.7 "BUFFER REQUIREMENTS," ARTICLE 11, "DEFINITIONS," SECTION 11.2 "DEFINED TERMS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO SHARED HOUSING; 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 6, "Use Regulations," Section 6.3 "Types of Use," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", and Exhibit "E"** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 13th day of October, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 6.3. Types of Use.

- A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
 - 1. The actual or anticipated characteristics of the activity in relationship to known characteristics of similar projects in standard planning practice;
 - 2. The relative amount of site area, floor space, and equipment;
 - 3. Relative volumes of sales from each activity;
 - 4. The customer type for each activity;
 - 5. The relative number of employees in each activity;
 - 6. Hours of operation;
 - 7. Building and site arrangement;
 - 8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
 - 9. How the use advertises itself.
- C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

- 1. **Permitted Uses.**

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

- 2. **Permitted Uses Subject to Specific Standards.**

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

- 3. **Conditional Uses.**

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE	Residential Districts												Non-Residential Districts								Retired Districts						Design Districts						
Specific Uses	R	WE	E	WRS	RS	GS	T**	D**	MF**	MU**	MHP**	P-MUD**	O	SC	WC	GC	CI	BP	BPI	CU	NAP	R-1B	R-4**	R-6**	C-3**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**	
KEY:P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5)																																	
RESIDENTIAL																																	
Assisted Living/Residential Care Facility													P	P		P																	
Boarding and Rooming House									P			P												P	P								P
Extended Care Facility/Convalescent /Nursing Home									P			P		P		P	P							P	P					P			
Dormitory									P	P		P												P	P						P	P	P
Duplex								P				P												P	P								
Fraternity/Sorority									P															P	P						P	P	P
Manufactured Home	P*		P*								P*																						
Mixed-Use Structure									P	P		P																		P	P	P	P
Multi-Family									P	P		P												P	P					C ₁	P	P	P
Multi-Family built prior to January 2002									P	P														P	P					P	P	P	P
Shared Housing									P																						P	P	P
Single-Family Detached	P	P	P	P	P	P	P	P				P											P										
Single-Unit Dwelling									P																								
Townhouse							P		P			P												P	P								P
Two-Unit Dwelling									P																								
Live-Work Unit													P*	P*																			
PUBLIC, CIVIC AND INSTITUTIONAL																																	
Educational Facility, College and University																				P													

Educational Facility, Indoor Instruction									P	P		P	P	P	P	P								P				P	P	P	P
Educational Facility, Outdoor Instruction	P	C	C									P			P	P	P														
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P		P	P	P	P	P	P											P	P	P	P
Educational Facility, Vocational/Trade												P	P			P	P	P	P							P	P				
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P*
Health Care, Hospitals															P	P															
Health Care, Medical Clinics									P	P			P	P	P	P	P							P					P	P	
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL																															
Agricultural Use, Barn or Stable for Private Stock	P	P	P																												
Agricultural Use, Farm or Pasturage	P	P	P																												
Agricultural Use, Farm Product Processing	P																														
Animal Care Facility, Indoor									P	P		P	P	P	P	P	P							P				P	P	P	
Animal Care Facility, Outdoor	P*															P															
Art Studio/Gallery									P	P		P	P	P	P	P								P				P	P	P	P
Car Wash																P*															
Commercial Garden/Greenhouse /Landscape Maint.	P*															P*	P*	P*	P*								P*				
Commercial Amusements									P	P		P		C	C	P*	P*							C				P	P	P	

Conference/Convention Center									P	P		P				P	P													P	P	P		
Country Club	P	P	P	P	P	P						P				P	P						P											
Day Care, Commercial									P	P	C	P	P	P	P	P								C	C	P					P	P	P	
Drive-in/thru window														P*		P														C		P*		
Dry Cleaners and Laundry									P	P		P*	P*	P	P*	P	P									P*				P*	P*	P*	P*	
Fraternal Lodge												P				P	P														P	P	P	
Fuel Sales												P*				P*									P*			P						
Funeral Homes																P	P	P										P						
Golf Course or Driving Range	P*											P*				P*	P*																	
Health Club/Sports Facility, Indoor									P	P		P		P	P	P	P								P					P	P	P	P	
Health Club/Sports Facility, Outdoor									P	P*		P				P	P													P	P*	P		
Hotels	C ²								P	P		P		P		P														P	P	P		
Mobile Food Court									C ₄	C ₄		C ₄				C ₄														C ₄	C ₄	C ₄		
Night Club, Bar or Tavern									C	C		C				C															C	P	P	
Offices									P	P		P	P	P	P	P	P	P	P						P	P	P	P	P	P	P	P	P	
Parking as a Primary Use										P		P	C			P	P													P		P*		
Personal Service Shop									P	P		P	P	P	P	P									P					P	P	P	P	
Printing/Copy Shop									P	P		P	P	P	P	P	P	P	P						P					P	P	P		
Radio/TV Station/Studios									P	P		P	P			P	P	P	P						P	P	P					P*		
Recreational Vehicle (RV) Park	C ³															C ₃																		
Restaurants									P	P		P		P*	P*	P									P*					P	P	P	P*	
Retail Sales - Single Tenant over 50,000 SF										P						P																	P	
Retail Sales and Service									P	P		P		P*	P*	P*	P*								P					P	P	P	P	

Retail Sales and Service - Alcohol										C		P				P*	P*									P				C	P	P	
Sexually Oriented Business (SOB)	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Shooting Range, Indoor												P				P	P		P											P			
Theater									P	P		P				P														P	P	P	P
Retail Sales, Manufactured Homes																			P										P*				
Storage, Self Service														P*	P*	P	P		P								P*		P				
Vehicular Sales, Rental, Repair and Service																P*	P*		P										P*				
Wholesales/Services																P*	P*	P	P									P	P				
INDUSTRIAL AND MANUFACTURING																																	
Bulk Storage Tanks/Cold Storage Plant																	P		P										P				
Micro-Industrial																P*	P*		P												P*	P*	
Industrial, Light																	P	P	P									P	P	P			
Industrial, Heavy																			P										P				
Recycling Facility - Large																	P*		P										P				
Salvage Yard																			P*										P*				
Scientific Testing/Research Laboratory																	P	P	P									P		P			
Storage, Outdoor - Equipment or Materials																	P	P*	P									P	P				
Truck Stop/Freight or Trucking Terminal																			P										P				
Utility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Warehousing/Distribution																	P	C	P									P	P				
Waste Services																			P										P				
Wireless Telecommunication	P*											P*	P*			P*	P*	P*	P		P*						P*	P*	P*	P*	P*	P*	

Exhibit B

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.2 "General Provisions," Subsection H "Low-Density Residential Height Protection" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 7.2. General Provisions.

H. Low-Density Residential Height Protection.

1. Purpose.

The purpose of low-density residential height protection is to help mitigate negative visual impacts of higher-density residential and non-residential uses on adjacent, low-density residential uses and districts. This is accomplished by regulating the height of such higher-density residential or any non-residential uses when adjacent to low-density residential uses and districts.

2. Applicability.

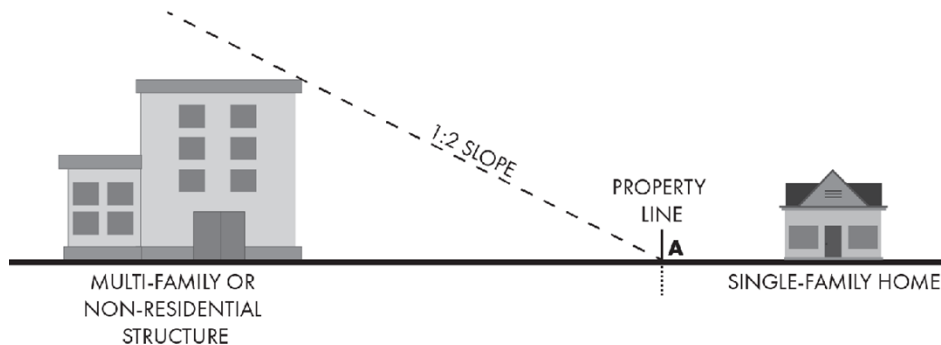
- a. This subsection shall apply to all multifamily structures, structures with Shared Housing uses, and nonresidential structures to be constructed or reconstructed in any way that would increase the building height as defined in Section 11.2 Defined Terms of this UDO, on property adjacent to a detached single-family, manufactured home park, or townhouse use or district.
- b. Unless otherwise stated in this UDO, the regulations herein shall not apply to any of the following:
 1. Structures located in NG, RDD, and P-MUD zoning districts;
 2. Utility structures such as elevated water storage tanks and electrical transmission lines;
 3. Individual architectural structures such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than thirty-three (33) percent of the surface area of the roof;
 4. Residential radio/television receiving antennas;
 5. When the detached single family, manufactured home park or townhome use on the adjacent tract is nonconforming;
 6. When the use on the adjacent tract is agricultural; or
 7. Developments designed to be mixed use or that are within areas where it has been identified that redevelopment is appropriate, as shown on the Future Land Use and Character Map of the City's Comprehensive Plan. Such developments at the periphery of the mixed use area or area identified as

appropriate for redevelopment shall meet the terms of Low-Density Residential Height Protection, when applicable.

3. Slope Requirement.

- a. Multi-family structures, structures with Shared Housing uses, and non-residential structures shall remain under an imaginary line formed by a 1:2 slope as illustrated by the inclined plane in the graphic below, where 'A' is located at the property line shared with a detached single-family, manufactured home park or townhouse use or district.

When the adjacent lot is one dedicated by plat for detention or open area and is not buildable for a detached single-family house, townhouse, or manufactured home or residential amenity, the measurement shall be taken from the closest property line shared with a buildable detached single-family, townhouse, or manufactured home lot.



- b. In addition to the height limitations set forth above in this subsection, the following additional height limitations apply in WC Wellborn Commercial zoning:
 1. No building may exceed two (2) stories;
 2. Maximum eave height shall be twenty-four (24) feet;
 3. Maximum overall height to peak of roof shall be thirty-five (35) feet;
 4. Any structure with an eave height over fifteen (15) feet will be constructed to resemble a two-story facade;
 5. Buildings located closest to detached single-family, manufactured home park or townhouse use or district and that are within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet; and
 6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine.

Exhibit C

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.3 "Off-Street Parking Standards," Subsection H "Number of Off-Street Parking Spaces Required" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 7.3. Off-Street Parking Standards.**H. Number of Off-Street Parking Spaces Required.**

In computing the number of parking spaces required, the following rules shall govern:

1. Parking requirements based on square footage shall be based upon the gross floor area, unless otherwise stated. Service areas such as mechanical rooms, restrooms, and closets shall be included in the calculation of "gross floor area" for determining required parking spaces;
2. Where fractional spaces result in computing required parking spaces, the required number of spaces must be increased to the nearest whole number. At least one (1) parking space must be provided unless otherwise specified in this UDO;
3. The parking space requirements for a use not specifically listed shall be the same as those for the most similar to the proposed use, as determined by the Administrator;
4. Whenever a building or use constructed or established after the effective date of this UDO is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise, parking requirements shall be met on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this UDO is enlarged, the enlarged building or increased use shall then and thereafter comply with the parking requirements set forth herein;
5. At the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed, all single-family and townhouse uses shall come into compliance with the minimum off-street parking requirements. Garages that meet minimum dimensional standards may be counted towards parking requirements;
6. Where requirements are established on the basis of the number of seats, such requirements shall be based on the seating capacity as determined by the Building Official;
7. Where a manufacturing/industrial use has more than one (1) working shift of employees, parking shall be provided to accommodate overlap requirements during transition periods; and
8. The Design Review Board may waive parking space requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district.

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/Unit	Plus Spaces For:
Assisted Living/Residential Care Facility	As determined by the Administrator*****		
Airport	As determined by the Administrator*****		
Banks	250 s.f.	Floor area over 500 s.f.: 1.0	
Bowling Alley	As Determined by the Administrator*****		
Bus Depot	As Determined by the Administrator*****		
Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
Church	Seat	0.33*	
Convalescent Home/Hospital	Bed	0.5	
Duplex Dwelling:			
1 & 2 Bedroom	DU	2.0	
3+ Bedroom	BR	1.0	
Dormitory	Bed	0.75	
Day Care Center	250 s.f.	Floor area over 500 s.f.: 1.0	
Fraternal Lodge	75 s.f.	Floor area over 150 s.f.: 1.0	
Fraternity/Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As Determined by the Administrator*****		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	Floor area over 700 s.f.: 1.0	
Golf Driving Range	Tee Station	1.0	
Health Club/Sports Facility	As Determined by the Administrator*****		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As Determined by the Administrator
Health Studio	150 s.f.	Floor area over 300 s.f.: 1.0	
Hospital	As Determined by the Administrator*****		
Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	
Laundry	150 s.f.	Floor area over 300 s.f.: 1.0	
Live-Work Unit	250 s.f. of non-residential portion of structure	Floor area over 250 s.f.: 1.0	1/BR, Residential DU
Motor Vehicle Sales/Service:			
Office/Sales Area	250 s.f.	1.0	

Service Area	200 s.f.	1.0	
Medical or Dental Clinic			
< 20,000 s.f.	200 s.f.	Floor area over 400 s.f.: 1.0	
Mixed-Use Structure****	250 s.f. of non-residential portion of structure	Floor area over 500 s.f.: 1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2+ Bedroom	BR	1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	Floor area over 500 s.f.: 1.0	
Personal Service Shop	250 s.f.	Floor area over 500 s.f.: 1.0	
Priv. School or Comm. Studio	100 s.f.	Floor area over 200 s.f.: 1.0	
Retail Sales & Service:			
GC, SC, WC, C-3	250 s.f.	Floor area over 500 s.f.: 1.0	
CI	350 s.f.	Floor area over 700 s.f.: 1.0	
Restaurant (w/o drive-through)	65 s.f.	Floor area over 130 s.f.: 1.0	
Restaurant (w/drive-through)	100 s.f.	Floor area over 200 s.f.: 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	Floor area over 500 s.f.: 1.0	
Shared Housing	Rooms at least 70 s.f. in area, excluding a kitchen, a living room, and a laundry room. The Administrator may also exclude additional rooms, but not below the number of BRs.	1.0	

Single-Family Dwelling***	BR	1.0*** Minimum of 2, Maximum of 4	1.0/Accessory Living Quarter
Single-Unit Dwelling	BR	1.0	
Shopping Center** :			
GC, SC, WC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Townhouse***	BR	1.0*** Minimum of 2, Maximum of 4	
Theater	Seat	0.25	
Truck Terminal	As Determined by the Administrator*****		
Two-Dwelling Unit	BR	1.0	
Veterinary Clinic	300 s.f.	Floor area over 600 s.f.: 1.0	
Warehouse	1,000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

- * Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.
- ** The minimum number of parking spaces for a shopping center shall be calculated at a rate of 1:250 in GC SC, or WC, and 1:350 in CI regardless of the composing uses unless otherwise determined by the Administrator that such composing uses require a modification to the applicable requirements.
- *** For areas designated Neighborhood Conservation on the Comprehensive Plan's Future Land Use and Character Map there shall be no maximum number of parking spaces.
- **** Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.
- ***** When determining the required off-street parking requirements for the uses noted above, the Administrator shall consider the anticipated traffic demand, traffic circulation, and surrounding conditions. The Administrator may also consider information provided by the applicant that demonstrates the proposed number of off-street parking spaces is adequate for the proposed use and has been successfully employed in other locations.

Exhibit D

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.7 "Buffer Requirements" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 7.7. Buffer Requirements.**A. Purpose.**

The purpose of buffer requirements, which generally include a buffer yard, plantings, and a fence or wall, is to provide a visual barrier between different zoning districts and to help mitigate any negative impacts of adjacent land uses on developed or developing properties. A buffer should visibly separate one (1) use from another and shield or block noise, glares, or other nuisances.

B. Applicability.

1. Perimeter buffers shall be provided on building plots abutting developed or developing sites in accordance with the standards of this Section, as outlined in Section 7.7.F, Minimum Buffer Standards. The following shall provide buffers:
 - a. Vacant sites that develop;
 - b. Existing sites when additions, expansions, and/or redevelopments equal or are greater than twenty-five (25) percent of the existing improvements;
 - c. Existing sites when cumulative additions, expansions, and/or redevelopments total twenty-five (25) percent or more of the existing improvements;
 - d. Existing sites when a change of use intensifies the development in terms of elements such as traffic, processes, noise, water or air pollution, etc.;
 - e. Existing sites with lawfully established nonconforming uses when the use is expanded; and
 - f. Sexually-oriented businesses.
2. Exceptions to the terms of this Section will be made when:
 - a. The adjacent developed use is nonconforming;
 - b. The adjacent developed use is agricultural;
 - c. The Land Use Plan designates the area as Redevelopment;
 - d. The property is zoned P-MUD or PDD and the buffer requirement was determined through the rezoning process;
 - e. The developing use is a Primary or Secondary Educational Facility containing a building with a Group "E" occupancy as defined in the International Building Code; or
 - f. Properties in NG and RDD districts.

Per Ordinance No. 3280 (September 9, 2010)

- g. The required buffer yard is adjacent to FEMA designated 100-year floodplain or residential common area, with approval by the Administrator.

C. Relationship to Other Landscaping Standards.

All buffer requirements shall be included on a development's Landscaping Plan. Landscaping provided to meet the buffer landscaping standards of this Section may not be counted towards meeting a project's landscape point requirements. The area of a site dedicated to a perimeter buffer shall not be included in calculating a site's minimum landscaping point requirements.

D. Location.

The buffer shall abut property boundaries shared with less intense uses or zoning districts as shown in Section 7.7.F, Minimum Buffer Standards. In the event that a property abuts a less intense use and a less intense zoning district, the more stringent buffer shall be required along the shared boundary.

E. Permitted Uses.

1. A buffer yard may be used for passive recreation or stormwater management. It may contain pedestrian, bike, or equestrian trails provided that:
 - a. No plant material is eliminated;
 - b. The total width of the buffer yard is maintained; and
 - c. All other regulations of this Section are met.
2. No active recreation area, storage of materials, parking, driveways, or structures, except for approved pedestrian, bike or equestrian trails and necessary utility boxes and equipment, shall be located within the buffer yard.
3. Pedestrian access through a perimeter fence or wall and buffer yard may be provided at the abutting resident's, homeowners association's, or the Administrator's option to provide convenient pedestrian access to nonresidential uses such as commercial areas or schools.

F. Minimum Buffer Standards.

The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below. The numbers shown are the required buffer widths.

DEVELOPING (Classification)	USE	ABUTTING (Use more restrictive of the zoning or the developed use.)			PARCEL*
		Single-Family Residential (ii)	Multi-Family Residential (i)	Non- Residential (iii)	
Single-family (ii)		N/A	N/A	N/A	
Multi-Family (i) (iii)		10' (1)	N/A	N/A	
Office		10' (1)	N/A	N/A	
Commercial ***		15' (2)	10' (1)	N/A	
Industrial		25' (2)	15' (2)	5'	

Business Park	50' (2)	15' (2)	5'
Business Park - Industrial	50' (2)	30' (2)	10'***
SOB	50' (2)	50' (2)	50' (2)

- (i) Includes duplexes and Shared Housing uses.
- (ii) Includes manufactured homes, mobile homes, manufactured home parks, and townhouses.
- (iii) Includes commercial and other non-residential uses developed in the MF Multi-Family district.

* When an abutting parcel is vacant and zoned R Rural, the Administrator shall use the future land use of the property as designated on the Comprehensive Land Use Plan in lieu of the zoning category in determining the buffer requirement.

** When an abutting parcel is zoned BP Business Park or BPI Business Park Industrial, the buffer width shall be reduced to five feet (5').

*** When a developing parcel is zoned WC Wellborn Commercial and adjacent to single-family, the buffer width shall be twenty (20) feet with a fence.

(1) Fence

(2) Wall

1. **Buffer Yards.**

- a. Buffer yards shall be measured from the common property line and may be located within established building setbacks.
- b. Where utility or drainage easements or other similar situations exists in the required buffer yard, the buffer yard may be reduced by the width of the easement; however, an additional five (5) feet may be required beyond the width of the easement in these situations to allow for the required plantings and fence or wall. All new plantings and irrigation shall be located outside of the easement. The Administrator has the discretion to allow a required fence or wall within the easement.
- c. In WC Wellborn Commercial:
 - 1. Buffer required plantings shall be doubled along property lines adjacent to single-family residential zoning or land use. In lieu of a fence, plantings may be tripled.
 - 2. When adjacent to single-family use, zoning, or future Land Use and Character designation, a buffer wall is required for the length of any adjacent parking, loading areas, or dumpster uses (including required maneuvering space).
- d. In BP Business Park, required buffer plantings shall be doubled along property lines adjacent to single-family residential zoning or development.
- e. In BPI Business Park Industrial, required buffer plantings shall be doubled along property lines adjacent to any zoning district or use other than BP Business Park or BPI Business Park Industrial.

- f. In MF Multi-Family and MU Mixed-Use, buffer yards shall only be required along the perimeter of the development, unless otherwise exempted in this Section. No buffer yards are required between uses contained within the development.

2. **Plantings.**

- a. If a fence or wall is not required per the table above, the following plantings shall be installed in the buffer yard:
 - 1. A minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer; and
 - 2. A minimum of one (1) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.
- b. If a fence or wall is required per the table above, the following plantings shall be installed in the buffer yard, unless expressly provided for otherwise in this UDO:
 - 1. A minimum of one (1) 1.25-inch caliper non-canopy tree per fifteen (15) linear feet of landscaping buffer. The Administrator may allow the substitution of a minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer for the non-canopy tree requirement, or may require the substitution to mitigate potential negative impacts of a development; and
 - 2. A minimum of one (1) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.
- c. All buffer yard landscaping areas not dedicated to trees or shrubs shall be landscaped with grass, ground cover, or other appropriate landscape treatment in accordance with Section 7.6.C.3, Landscaping and Tree Protection.
- d. Fifty (50) percent of all required shrubs within the buffer yard shall be evergreen.
- e. Plant materials shall show a variety of texture, color, shape, and other characteristics. Recommended buffer materials can be found in the College Station Plant List or in those listed as appropriate for Zone 8 on the USDA Hardiness Zone Map.
- f. The arrangement of trees and shrubs in the buffer area shall be done in a manner that provides a visual separation between abutting land uses. Shrubs shall be massed in rows or groups to achieve the maximum screening effect.
- g. Irrigation is required for all new plantings.
- h. Existing vegetation may count toward the planting requirement if:
 - 1. The vegetation is in good health and the landscaping plan verifies that it will meet the plantings criteria listed above (non-point trees may count towards a natural buffer); and
 - 2. The vegetation is protected in accordance with Section 7.6.C.2.c, Landscaping and Tree Protection, of this UDO.

- i. Plantings will not be allowed to encroach into a required visibility triangle for a public or private right-of-way except as provided for in Section 7.2.C, Visibility at all Intersections in All Districts.
3. **Fences and Walls.**
 - a. Fences may be solid wood or solid wood accented by masonry, stone, EIFS (Exterior Insulation and Finish System), or concrete columns. Walls may be masonry, stone, EIFS, concrete, or a combination of these materials, and shall be finished on both sides (framing not visible). Walls and masonry columns for fences must meet the footing standards prescribed by the Building Code for such structures.
 - b. Fences and walls shall be a minimum of six (6) feet in height and a maximum of eight (8) feet. Walls over six (6) feet must obtain a building permit. When the adjacent property and the buffer yard are at different elevations, the Administrator may require a greater fence or wall height to ensure adequate buffering.
 - c. Fences and walls shall be placed within one (1) foot of the common boundary line when physically possible. In the event that there is a physical constraint that will not allow the construction of a fence on the common boundary line (including, but not limited to, the existence of a creek, access easement, or existing vegetation), the Administrator may authorize an alternative fence location.
 - d. Fences or walls will not be allowed to encroach into a required visibility triangle for a public or private right-of-way.
4. **Substitutions.**
 - a. Existing natural vegetation may be used in lieu of plantings and a fence or wall under the following circumstances:
 1. The existing vegetation consists of canopy and non-canopy trees which are shown through a tree survey to meet the minimum buffer planting requirements (non-point trees may be considered) and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet; and
 2. The vegetation is protected in accordance with Section 7.6.C.2.c, Landscaping and Tree Protection, of this UDO.
 - b. Fences and walls may be substituted with a solid plant or hedge wall that is greater than six (6) feet in height with approximately one hundred (100) percent opacity. All shrubs planted for a hedge wall must be a minimum of fifteen (15) gallons each. The solid plant or hedge wall must be evergreen and may not be counted towards meeting the buffer planting requirement.
 - c. Fences and walls may be substituted with a landscaped earthen berm if the combination of berm and landscaping is not less than six (6) feet in height from the elevation at the property line with approximately one hundred (100) percent opacity. The berm plantings must be evergreen and may not be counted towards meeting the buffer planting requirement. Berms must be a minimum of four (4) feet in height with a maximum slope of 3:1. Berms in excess of six (6) feet in height shall have a maximum slope of 4:1 as measured from the exterior property line.

- d. The required height of fences or walls may be reduced if used in combination with an earthen berm or a landscaped earthen berm if the height of the screening is six (6) feet from the elevation at the property line with approximately one hundred (100) percent opacity. The berm plantings must be evergreen and may not be counted towards meeting the buffer planting requirement.
- e. Walls may be substituted with fences if the required buffer yard area and plantings are doubled.
- f. Walls and fences may be omitted if the required buffer yard area and plantings are tripled.
- g. Walls and fences may be omitted if two (2) rows of evergreen plantings (minimum six (6) feet in height at time of planting) are provided to create a solid screen along the common property line.
- h. Buffer plantings may be reduced by half if providing a wall where a fence is required.

G. Maintenance and Replacement.

- 1. Upon installation or protection of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required landscape areas and buffers shall be free of garbage and trash, weeds, pests, and disease. Required plant materials that do not remain healthy shall be replaced consistently with these provisions.
- 2. All landscaping materials and/or fences, walls, or berms shall be maintained by the owner(s) of the property that was required to install such landscaping materials and/or fences, walls, or berms under this Section.
- 3. Any canopy tree removed or otherwise destroyed by the willful act or negligence of the property owner, tenant, or contractor shall be replaced by a tree of the same or larger caliper.

H. Appeals.

- 1. Appeals of the terms of this Section, with the exception of Section G, Maintenance and Replacement, shall be to the Design Review Board (DRB).
- 2. An appeal shall be made within thirty (30) days of the date of the notification of the decision by filing with the Administrator a notice of appeal specifying the grounds thereof.
- 3. The DRB may authorize on appeal alternative buffer standards for a specific property or a waiver to the Buffer Requirements of this Section when such standards or variance will not be contrary to the public interest where, owing to unique and special conditions not normally found in like areas, a strict enforcement of the provisions of the ordinance by the Administrator would result in unnecessary hardship, and so that the spirit of this Section shall be observed and substantial justice done.

Exhibit E

That Appendix A, “Unified Development Ordinance,” Article 11, "Definitions," Section 11.2 "Defined Terms” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by making changes to the following definitions:

1. By adding the following definition:

Shared Housing: A residential dwelling unit providing complete, independent living facilities designed to exceed occupancy levels of more than one (1) family, including permanent provisions for living, sleeping, cooking, eating, and sanitation. Such use may be identified and differentiated from other residential uses by considering a combination of structure or property characteristics that may be used to increase occupancy to more than one (1) family, such as:

- (1) A residential dwelling unit containing more than four bedrooms or able to house more than four people using other rooms such as dens, offices, game rooms, or similar spaces that have the potential to be used for sleeping purposes in accordance with the International Residential Code (IRC) definition of habitable space;
- (2) A residential dwelling unit containing a similar bedroom to bathroom parity in excess of four;
- (3) A residential dwelling unit containing a high quantity of bathrooms, usually in excess of four, of which most can only be accessed through a bedroom or other room such as a den, office, game room, or similar space;
- (4) A residential dwelling unit that is in excess of one story for the purpose of limiting the building footprint on the lot to meet impervious cover requirements;
- (5) The property where the residential dwelling unit is located does not contain a garage, or if it contains a garage, has the ability to support additional living space; and/or
- (6) The property where the residential dwelling unit is located contains a parking area that will allow parking in excess of four vehicles.

2. By deleting the following definition:

Northgate High-Density Dwelling Unit: A residential structure providing complete, independent living facilities for three (3) or more households, living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Households in a Northgate High-Density Dwelling Unit allows more than four (4) but not greater than six (6) unrelated individuals, when one (1) bedroom is provided per each unrelated individual.

Sec. 6.3. Types of Use.

- A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
 - 1. The actual or anticipated characteristics of the activity in relationship to known characteristics of similar projects in standard planning practice;
 - 2. The relative amount of site area, floor space, and equipment;
 - 3. Relative volumes of sales from each activity;
 - 4. The customer type for each activity;
 - 5. The relative number of employees in each activity;
 - 6. Hours of operation;
 - 7. Building and site arrangement;
 - 8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
 - 9. How the use advertises itself.

C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

- 1. **Permitted Uses.**
A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.
- 2. **Permitted Uses Subject to Specific Standards.**
A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.
- 3. **Conditional Uses.**
A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

[Click here to access a PDF version of the Use Table.](#)

USE TABLE	Residential Districts												Non-Residential Districts										Retired Districts							Design Districts							
Specific Uses	R	WE	E	WRS	RS	GS	T**	D**	MF**	MU**	MHP**	P-MUD**	O	SC	WC	GC	CI	BP	BPI	CU	NAP	R-1B	R-4**	R-6**	C-3**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**					
KEY:P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5)																																					
RESIDENTIAL																																					
Assisted Living/Residential Care Facility													P	P		P																					
Boarding and Rooming House									P			P											P	P									P				
Extended Care Facility/Convalescent/Nursing Home									P			P		P		P	P						P	P						P							
Dormitory									P	P		P											P	P							P	P	P				
Duplex								P				P											P	P													
Fraternity/Sorority									P														P	P						P	P	P					
Manufactured Home	P*		P*								P*																										
Mixed-Use Structure									P	P		P																	P	P	P	P					
Multi-Family									P	P		P											P	P					C ¹	P	P	P	P				
Multi-Family built prior to January 2002									P	P													P	P					P	P	P	P					
Northgate High-Density Dwelling Unit																															P	P	P				
Shared Housing									P																						P	P	P				
Single-Family Detached	P	P	P	P	P	P	P	P				P										P															
Single-Unit Dwelling									P																												
Townhouse							P		P			P											P	P									P				
Two-Unit Dwelling									P																												
Live-Work Unit													P*	P*																							
PUBLIC, CIVIC AND INSTITUTIONAL																																					

Educational Facility, College and University																				P													
Educational Facility, Indoor Instruction									P	P		P	P	P	P	P	P							P					P	P	P	P	
Educational Facility, Outdoor Instruction	P	C	C									P			P	P	P																
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P		P	P	P	P	P	P													P	P	P	P
Educational Facility, Vocational/Trade												P	P			P	P	P	P								P	P					
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P	P*
Health Care, Hospitals																P	P																
Health Care, Medical Clinics									P	P			P	P	P	P	P							P						P	P		
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL																																	
Agricultural Use, Barn or Stable for Private Stock	P	P	P																														
Agricultural Use, Farm or Pasturage	P	P	P																														
Agricultural Use, Farm Product Processing	P																																
Animal Care Facility, Indoor									P	P		P	P	P	P	P	P							P					P	P	P		
Animal Care Facility, Outdoor	P*																P																
Art Studio/Gallery									P	P		P	P	P	P	P								P					P	P	P	P	
Car Wash																P*																	
Commercial Garden/Greenhouse/Landscape Maint.	P*															P*	P*	P*	P*								P*						
Commercial Amusements									P	P		P		C	C	P*	P*							C					P	P	P		
Conference/Convention Center									P	P		P				P	P												P	P	P		
Country Club	P	P	P	P	P	P						P				P	P					P											
Day Care, Commercial									P	P	C	P	P	P	P	P							C	C	P						P	P	P

Drive-in/thru window										P	P		P*	P*	P	P*	P																C			P*		
Dry Cleaners and Laundry									P	P		P*	P*	P	P*	P	P																P*	P*	P*	P*		
Fraternal Lodge												P				P	P																		P	P	P	
Fuel Sales												P*				P*																			P*		P	
Funeral Homes																P	P	P																		P		
Golf Course or Driving Range	P*											P*				P*	P*																					
Health Club/Sports Facility, Indoor									P	P		P		P	P	P	P																P	P	P	P		
Health Club/Sports Facility, Outdoor									P	P*		P				P	P																P	P*	P			
Hotels	C ²								P	P		P		P		P																	P	P	P			
Mobile Food Court									C ⁴	C ⁴		C ⁴				C ⁴																	C ⁴	C ⁴	C ⁴			
Night Club, Bar or Tavern									C	C		C				C																		C	P	P		
Offices									P	P		P	P	P	P	P	P	P	P	P												P	P	P	P			
Parking as a Primary Use										P		P	C			P	P																P			P*		
Personal Service Shop									P	P		P	P	P	P	P																	P	P	P	P		
Printing/Copy Shop									P	P		P	P	P	P	P	P	P	P	P													P	P	P			
Radio/TV Station/Studios									P	P		P	P			P	P	P	P														P	P	P			
Recreational Vehicle (RV) Park	C ³															C ³																						
Restaurants									P	P		P		P*	P*	P																	P*			P	P*	
Retail Sales - Single Tenant over 50,000 SF										P						P																				P		
Retail Sales and Service									P	P		P		P*	P*	P*	P*																P	P	P	P		
Retail Sales and Service - Alcohol										C		P				P*	P*																	P	P	P		
Sexually Oriented Business (SOB)	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			P*	P*	P*	P*	P*			P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		
Shooting Range, Indoor												P				P	P		P															P				
Theater									P	P		P				P																		P	P	P	P	
Retail Sales, Manufactured Homes																			P																			
Storage, Self Service															P*	P*	P	P		P													P*		P			

Vehicular Sales, Rental, Repair and Service																P*	P*		P																
Wholesales/Services																P*	P*	P	P									P	P						
INDUSTRIAL AND MANUFACTURING																																			
Bulk Storage Tanks/Cold Storage Plant																	P		P										P						
Micro-Industrial																P*	P*		P													P*	P*		
Industrial, Light																	P	P	P									P	P	P					
Industrial, Heavy																			P									P							
Recycling Facility - Large																	P*		P										P						
Salvage Yard																			P*									P*							
Scientific Testing/Research Laboratory																	P	P	P									P		P					
Storage, Outdoor - Equipment or Materials																	P	P*	P									P	P						
Truck Stop/Freight or Trucking Terminal																			P									P							
Utility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Warehousing/Distribution																	P	C	P									P	P						
Waste Services																			P									P							
Wireless Telecommunication Facilities - Intermediate	P*											P*	P*			P*	P*	P*	P		P*					P*	P*	P*	P*	P*	P*	P*	P*	P*	
Wireless Telecommunication Facilities-Major	C									P*			C			C	C	C	P		C				C	C	P*	C							
Wireless Telecommunication Facilities-Unregulated	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P		P	P	P		

** District with Supplemental Standards (Refer to Article 5).

¹ Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

² Hotels only allowed when accessory to a Country Club development and are limited to a maximum of fifteen (15) rooms.

³ Refer to Section 6.4.Z "Recreational Vehicles Park Standards (RV Parks)" for Specific Use Standards.

⁴ Refer to Section 6.4. AC "Mobile Food Courts" for Specific Use Standards.

Per Ordinance No. 3243 (April 22, 2010) Per Ordinance No. 3271 (August 26, 2010) Per Ordinance No. 3280 (September 9, 2010) Per Ordinance No. 2011-3312 (January 27, 2011)

(Ord. No. 2012-3449 , Pt. 1(Exh. G), 9-27-2012; Ord. No. 2012-3450 , Pt. 1(Exh. D), 9-27-2012; Ord. No. 2013-3510 , Pt. 1(Exh. A), 7-25-2013; Ord. No. 2013-3521 , Pt. 1(Exh. H), 9-12-2013; Ord. No. 2014-3624 , Pt. 1(Exh. G), 12-18-2014; Ord. No. 2015-3655 , Pt. 1(Exh. A), 4-23-2015; Ord. No. 2015-3708 , Pt. 1(Exh. B), 10-8-2015; Ord. No. 2016-3792 , Pt. 1(Exh. D), 7-28-2016; Ord. No. 2017-3931 , Pt. 1(Exh. A), 9-11-2017; Ord. No. 2018-3999 , Pt. 1(Exh. C), 4-12-2018)

Article 7. General Development Standards

The following general development standards shall apply to all zoning districts, except where expressly stated to apply to, or exclude, specific districts.

Sec. 7.2. General Provisions.

H. Low-Density Residential Height Protection.

1. Purpose.

The purpose of low-density residential height protection is to help mitigate negative visual impacts of higher-density residential and non-residential uses on adjacent, low-density residential uses and districts. This is accomplished by regulating the height of such higher-density residential or any non-residential uses when adjacent to low-density residential uses and districts.

2. Applicability.

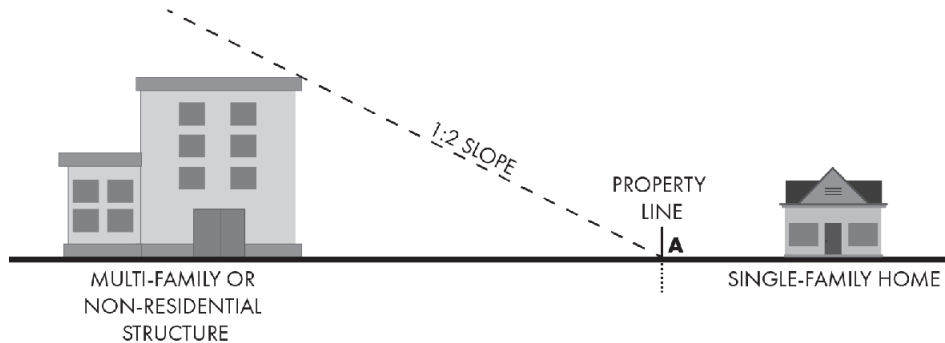
- a. This subsection shall apply to all multifamily structures, structures with Shared Housing uses, and nonresidential structures to be constructed or reconstructed in any way that would increase the building height as defined in Section 11.2 Defined Terms of this UDO, on property adjacent to a detached single-family, manufactured home park, or townhouse use or district.
- b. Unless otherwise stated in this UDO, the regulations herein shall not apply to any of the following:
 1. Structures located in NG, RDD, and P-MUD zoning districts;
 2. Utility structures such as elevated water storage tanks and electrical transmission lines;
 3. Individual architectural structures such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than thirty-three (33) percent of the surface area of the roof;
 4. Residential radio/television receiving antennas;
 5. When the detached single family, manufactured home park or townhome use on the adjacent tract is nonconforming;
 6. When the use on the adjacent tract is agricultural; or
 7. Developments designed to be mixed use or that are within areas where it has been identified that redevelopment is appropriate, as shown on the Future Land Use and Character Map of the City's Comprehensive Plan. Such developments at the periphery of the mixed use area or area identified as appropriate for redevelopment shall meet the terms of Low-Density Residential Height Protection, when applicable.

3. Slope Requirement.

- a. Multi-family structures, structures with Shared Housing uses, and non-residential structures shall remain under an imaginary line formed by a 1:2 slope as illustrated by the inclined plane in the

graphic below, where 'A' is located at the property line shared with a detached single-family, manufactured home park or townhouse use or district.

When the adjacent lot is one dedicated by plat for detention or open area and is not buildable for a detached single-family house, townhouse, or manufactured home or residential amenity, the measurement shall be taken from the closest property line shared with a buildable detached single-family, townhouse, or manufactured home lot.



- b. In addition to the height limitations set forth above in this subsection, the following additional height limitations apply in WC Wellborn Commercial zoning:
1. No building may exceed two (2) stories;
 2. Maximum eave height shall be twenty-four (24) feet;
 3. Maximum overall height to peak of roof shall be thirty-five (35) feet;
 4. Any structure with an eave height over fifteen (15) feet will be constructed to resemble a two-story facade;
 5. Buildings located closest to detached single-family, manufactured home park or townhouse use or district and that are within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet; and
 6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine.

Sec. 7.3. Off-Street Parking Standards.

H. Number of Off-Street Parking Spaces Required.

In computing the number of parking spaces required, the following rules shall govern:

1. Parking requirements based on square footage shall be based upon the gross floor area, unless otherwise stated. Service areas such as mechanical rooms, restrooms, and closets shall be included in the calculation of "gross floor area" for determining required parking spaces;
2. Where fractional spaces result in computing required parking spaces, the required number of spaces must be increased to the nearest whole number. At least one (1) parking space must be provided unless otherwise specified in this UDO;
3. The parking space requirements for a use not specifically listed shall be the same as those for the most similar to the proposed use, as determined by the Administrator;
4. Whenever a building or use constructed or established after the effective date of this UDO is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or

otherwise, parking requirements shall be met on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this UDO is enlarged, the enlarged building or increased use shall then and thereafter comply with the parking requirements set forth herein;

5. At the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed, all single-family and townhouse uses shall come into compliance with the minimum off-street parking requirements. Garages that meet minimum dimensional standards may be counted towards parking requirements;
6. Where requirements are established on the basis of the number of seats, such requirements shall be based on the seating capacity as determined by the Building Official;
7. Where a manufacturing/industrial use has more than one (1) working shift of employees, parking shall be provided to accommodate overlap requirements during transition periods; and
8. The Design Review Board may waive parking space requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district.

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/Unit	Plus Spaces For:
Assisted Living/Residential Care Facility	As determined by the Administrator*****		
Airport	As determined by the Administrator*****		
Banks	250 s.f.	Floor area over 500 s.f.: 1.0	
Bowling Alley	As Determined by the Administrator*****		
Bus Depot	As Determined by the Administrator*****		
Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
Church	Seat	0.33*	
Convalescent Home/Hospital	Bed	0.5	
Duplex Dwelling:			
1 & 2 Bedroom	DU	2.0	
3+ Bedroom	BR	1.0	
Dormitory	Bed	0.75	
Day Care Center	250 s.f.	Floor area over 500 s.f.: 1.0	
Fraternal Lodge	75 s.f.	Floor area over 150 s.f.: 1.0	
Fraternity/Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As Determined by the Administrator*****		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	Floor area over 700 s.f.: 1.0	
Golf Driving Range	Tee Station	1.0	
Health Club/Sports Facility	As Determined by the Administrator*****		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As Determined by the Administrator
Health Studio	150 s.f.	Floor area over 300 s.f.: 1.0	
Hospital	As Determined by the Administrator*****		

Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	
Laundry	150 s.f.	Floor area over 300 s.f.: 1.0	
Live-Work Unit	250 s.f. of non-residential portion of structure	Floor area over 250 s.f.: 1.0	1/BR, Residential DU
Motor Vehicle Sales/Service:			
Office/Sales Area	250 s.f.	1.0	
Service Area	200 s.f.	1.0	
Medical or Dental Clinic			
< 20,000 s.f.	200 s.f.	Floor area over 400 s.f.: 1.0	
Mixed-Use Structure****	250 s.f. of non-residential portion of structure	Floor area over 500 s.f.: 1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2+ Bedroom	BR	1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	Floor area over 500 s.f.: 1.0	
Personal Service Shop	250 s.f.	Floor area over 500 s.f.: 1.0	
Priv. School or Comm. Studio	100 s.f.	Floor area over 200 s.f.: 1.0	
Retail Sales & Service:			
GC, SC, WC, C-3	250 s.f.	Floor area over 500 s.f.: 1.0	
CI	350 s.f.	Floor area over 700 s.f.: 1.0	
Restaurant (w/o drive-through)	65 s.f.	Floor area over 130 s.f.: 1.0	
Restaurant (w/drive-through)	100 s.f.	Floor area over 200 s.f.: 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	Floor area over 500 s.f.: 1.0	

<u>Shared Housing</u>	<u>Rooms at least 70 s.f. in area, excluding a kitchen, a living room, and a laundry room. The Administrator may also exclude additional rooms, but not below the number of BRs.</u>	<u>1.0</u>	
Single-Family Dwelling***	BR	1.0*** Minimum of 2, Maximum of 4	1.0/Accessory Living Quarter
Single-Unit Dwelling	BR	1.0	
Shopping Center** :			
GC, SC, WC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Townhouse***	BR	1.0*** Minimum of 2, Maximum of 4	
Theater	Seat	0.25	
Truck Terminal	As Determined by the Administrator****		
Two-Dwelling Unit	BR	1.0	
Veterinary Clinic	300 s.f.	Floor area over 600 s.f.: 1.0	
Warehouse	1,000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

* Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

** The minimum number of parking spaces for a shopping center shall be calculated at a rate of 1:250 in GC SC, or WC, and 1:350 in CI regardless of the composing uses unless otherwise determined by the Administrator that such composing uses require a modification to the applicable requirements.

*** For areas designated Neighborhood Conservation on the Comprehensive Plan's Future Land Use and Character Map there shall be no maximum number of parking spaces.

**** Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.

***** When determining the required off-street parking requirements for the uses noted above, the Administrator shall consider the anticipated traffic demand, traffic circulation, and surrounding conditions. The Administrator may also consider information provided by the applicant that demonstrates the proposed number of off-street parking spaces is adequate for the proposed use and has been successfully employed in other locations.

Sec. 7.7. Buffer Requirements.

F. Minimum Buffer Standards.

The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below. The numbers shown are the required buffer widths.

DEVELOPING USE (Classification)	ABUTTING PARCEL* (Use more restrictive of the zoning or the developed use.)		
	Single-Family Residential (ii)	Multi-Family Residential (i)	Non-Residential (iii)
Single-family (ii)	N/A	N/A	N/A
Multi-Family (i) (iii)	10' (1)	N/A	N/A
Office	10' (1)	N/A	N/A
Commercial ***	15' (2)	10' (1)	N/A
Industrial	25' (2)	15' (2)	5'
Business Park	50' (2)	15' (2)	5'
Business Park - Industrial	50' (2)	30' (2)	10' **
SOB	50' (2)	50' (2)	50' (2)

(i) Includes duplexes and Shared Housing uses.

(ii) Includes manufactured homes, mobile homes, manufactured home parks, and townhouses.

(iii) Includes commercial and other non-residential uses developed in the MF Multi-Family district.

* When an abutting parcel is vacant and zoned R Rural, the Administrator shall use the future land use of the property as designated on the Comprehensive Land Use Plan in lieu of the zoning category in determining the buffer requirement.

** When an abutting parcel is zoned BP Business Park or BPI Business Park Industrial, the buffer width shall be reduced to five feet (5').

*** When a developing parcel is zoned WC Wellborn Commercial and adjacent to single-family, the buffer width shall be twenty (20) feet with a fence.

(1) Fence

(2) Wall

Sec. 11.2. Defined Terms.

Northgate District definitions (applicable only to development in Northgate):

Redevelopment: The revision or replacement of an existing land use or existing site through the acquisition or consolidation, and the clearance and rebuilding of this area according to the Northgate Redevelopment Plan.

Site Development: Any excavation, landfill or land disturbance, including new construction, reconstruction, relocation, or change of use. For the purposes of the Northgate Districts only, site development includes installation of walls, accessory structures, and other similar additions.

Rehabilitation: The process of returning a structure to a state of utility, through repair or alteration, which make possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural value.

Façade Work: The removal, or replacement, substitution or change of any material or architectural element on the exterior face of a building, which includes, but is not limited to, painting, material change, awning or canopy replacement, signage, or other permanent visible façade treatment.

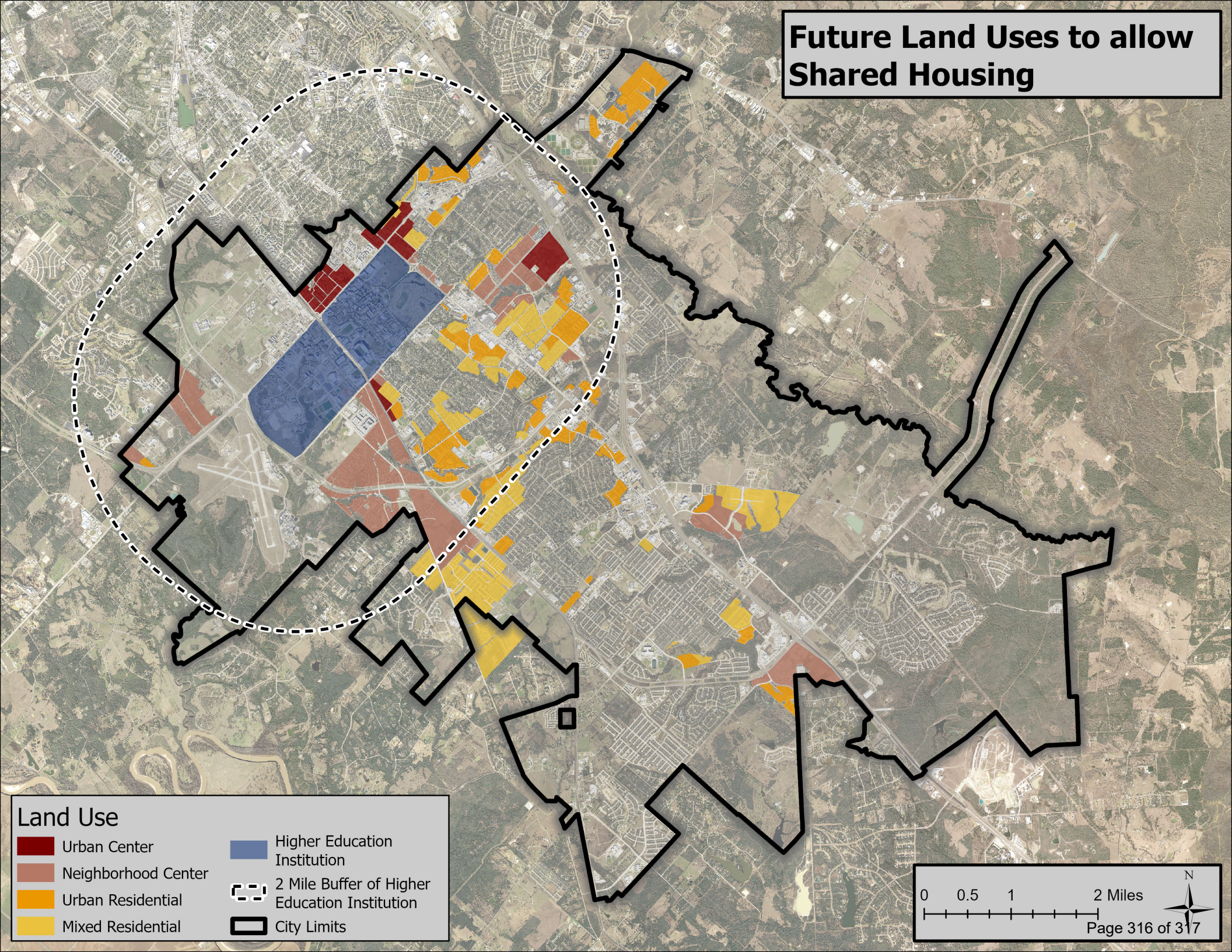
Minor Site/Building Projects: The addition, maintenance, and/or replacement of minor building or site elements, including such actions related to storage building(s), screening, fencing, and refuse containers. This also includes requests for changes in service for dumpster and other refuse receptacles.

~~**Northgate High-Density Dwelling Unit:** A residential structure providing complete, independent living facilities for three (3) or more households, living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Households in a Northgate High-Density Dwelling Unit allows more than four (4) but not greater than six (6) unrelated individuals, when one (1) bedroom is provided per each unrelated individual.~~

Shared Housing: A residential dwelling unit providing complete, independent living facilities designed to exceed occupancy levels of more than one (1) family, including permanent provisions for living, sleeping, cooking, eating, and sanitation. Such use may be identified and differentiated from other residential uses by considering a combination of structure or property characteristics that may be used to increase occupancy to more than one (1) family, such as:

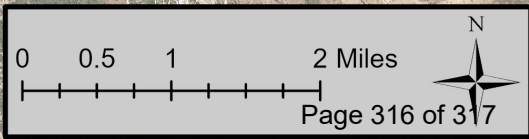
- (1) A residential dwelling unit containing more than four bedrooms or able to house more than four people using other rooms such as dens, offices, game rooms, or similar spaces that have the potential to be used for sleeping purposes in accordance with the International Residential Code (IRC) definition of habitable space;
- (2) A residential dwelling unit containing a similar bedroom to bathroom parity in excess of four;
- (3) A residential dwelling unit containing a high quantity of bathrooms, usually in excess of four, of which most can only be accessed through a bedroom or other room such as a den, office, game room, or similar space;
- (4) A residential dwelling unit that is in excess of one story for the purpose of limiting the building footprint on the lot to meet impervious cover requirements;
- (5) The property where the residential dwelling unit is located does not contain a garage, or if it contains a garage, has the ability to support additional living space; and/or
- (6) The property where the residential dwelling unit is located contains a parking area that will allow parking in excess of four vehicles.

Future Land Uses to allow Shared Housing



Land Use

- | | |
|---------------------|---|
| Urban Center | Higher Education Institution |
| Neighborhood Center | 2 Mile Buffer of Higher Education Institution |
| Urban Residential | City Limits |
| Mixed Residential | |



October 13, 2022

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None